

Project Boundary	Empire Title of Colorado Springs, LLC	50373ECS
Section	48788ECS	50580ECS
	49850ECS	Stewart Title
	49852ECS	16000333008
	49854ECS	17000330633
	49855ECS	

Front Range Midway Solar Project

Title Commitment Index

El Paso County, Colorado

*Boundaries are approximate and for reference purposes only



CIVIL ENGINEERING
DEVELOPMENT CONSULTING
NATURAL RESOURCES CONSULTING
LAND SURVEYING
303.703.4444
1950 W. Littleton Blvd., Ste. 109
Littleton, CO 80120

Date: 2/15/2018

Empire Title of Colorado Springs, LLC

5755 Mark Dabling Blvd., Ste 110

Colorado Springs, CO 80919

Phone: 719-884-5300

Fax: 719-884-5304

Transmittal Information

Date: 10/23/2017
File No: 48788ECS
Property Address: 18655 La Questa Drive, Pueblo, CO 81008
Buyer\Borrower: TBD
Seller: SWG Fountain Valley II, LLC, a Colorado limited liability company

For changes and updates please contact your Title officer:

Pamela Michalko

Empire Title of Colorado Springs, LLC

c/o ET Production Services, LLC

Phone: 719-520-0191

Fax: 719-955-7077

E-mail: PMichalko@etiniv.com

Customer:

Tradewind Energy, Inc.

16105 W. 113th Street

Lenexa, KS 66219

Phone: 913-956-4082 Fax:

Attn: Kris Hanzlicek

DELIVERED VIA: E-MAIL

Lender:

Phone: Fax:

Attn:

Changes: Update commitment, changed vesting

Thank you for using Empire Title of Colorado Springs, LLC.



5755 Mark Dabling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or in interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Empire Title of Colorado Springs, LLC

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President

Attest: Patricia W. Bauer
Secretary

CONDITIONS AND STIPULATIONS

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company’s agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **October 04, 2017 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<i>To Be Determin. Search Fee End</i>	\$ 250.00
<i>Additional Premium</i>	\$ 50.00
<hr/>	
Total:	\$ 300.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

SWG Fountain Valley II, LLC, a Colorado limited liability company

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

Lot 143, Midway Ranches Filing No. 7, County of El Paso, State of Colorado.

For Informational Purposes Only: **18655 La Questa Drive, Pueblo, CO 81008**

Countersigned
Empire Title of Colorado Springs, LLC

By: *Pam Michalko*

Pamela Michalko

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 04, 2017 at 7:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Delivery to the Company for inspection and approval prior to closing, the following documents for Black Hills Fountain Valley II, LLC:**
 - (1) **Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.**
 - (2) **Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.**
- (f) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: The Company may make other requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

(g) Delivery to the Company for inspection and approval prior to closing, the following documents for SWG Fountain Valley II, LLC, a Colorado limited liability company, formerly known as Black Hills Fountain Valley II, LLC, a Colorado limited liability company:

(1) Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.

(h) (2) Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.

NOTE: There is a Statement of Authority of record, however, it was recorded more than 2 years prior to the date of this commitment. The Underwriter hereunder requires a new Statement of Authority to be recorded at this time.

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded November 25, 2003 as Reception No. 203275033.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 04, 2017 at 7:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Terms, conditions, easements and restrictions of Deed of Easement recorded in Book 2016 at Page 660.**
10. **Terms, easements, conditions and restrictions in Deed of Easement recorded in Book 2181 at Page 193.**
11. **Non-exclusive roadway easement for benefit of Mountain States Telephone and Telegraph as recorded in Book 2181 at Page 194.**
12. **Terms, conditions, restrictions and requirements of Right of Way Agreement recorded in Book 2181 at Page 197.**

13. **Terms, conditions, restrictions and requirements of easement to Arkansas Valley G & T, Inc., as recorded in Book 2496 at Page 553.**
14. **Easements, conditions, restrictions, requirements and matters shown on the Recorded plat of Midway Ranches Filing No. 7 recorded June 2, 2001 at Reception No. 201085497 at October 23, 2003 at Reception No. 203250422**
15. **Easement granted to Midway Ranches Property Owners Association as recorded in Book 6580 at Page 1151.**
16. **Grant of Right of Way to Mountain View Electric Association, Inc., recorded in Book 6365 at Page 996.**

Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, as set forth in the instrument recorded January 24, 1989 in Book 5598 at Page 692, and any and all amendments and/or supplements thereto. Provisions regarding race, color, creed, and national origin, if any, are deleted.

17. **All rights to any and all minerals and mineral rights, as contained in Deed recorded March 6, 1975 in Book 2737 at Page 274 and recorded March 6, 1975 in Book 2737 at Page 276 and any interests therein or rights thereunder.**
18. **Consent to easement as contained in instrument recorded in Book 2030 at Page 232.**
19. **Terms, conditions, provisions, agreements and obligations specified under the Roadway Easement by and between W.T. Ward, Timothy T. Ward and William T. Ward, III and Public Service Company of Colorado recorded in Book 2111 at Page 390.**
20. **Grant of Electric Transmission Lines and Road Easement as contained in instrument recorded March 15, 1966 in Book 2122 at Page 270.**
21. **An easement for right of way and incidental purposes granted to Mountain View Electric Association by the instrument recorded in Book 2458 at Page 592.**
22. **An easement for right of way and incidental purposes granted to Tri-State Generation and Transmission Association by the instrument recorded in Book 2458 at Page 594.**
23. **Terms, conditions, provisions, agreements and obligations contained in the Fryingpan-Arkansas Project, Colorado recorded January 29, 1979 in Book 3135 at Page 351.**
24. **Resolution No. 93-273, Service Plan-3 for the Hanover Fire Protection District as contained in instrument recorded August 18, 1993 in Book 6239 at Page 364.**
25. **An easement granted to Midway Ranches Property Owners Association by the instrument recorded December 21, 1994 in Book 6580 at Page 1151.**
26. **An easement for right of way and incidental purposes granted to American Telephone and Telegraph Company by the instrument recorded in Book 1979 at Page 757.**

27. **An easement for right of way and incidental purposes granted to Public Service Company of Colorado by the instrument recorded in Book 2030 at Page 233 and September 28, 1972 in Book 2527 at Page 214.**
28. **An easement for right of way and incidental purposes granted to the City of Colorado Springs by the instrument recorded in Book 1327 at Page 311.**
29. **An easement for right of way and incidental purposes granted to Central Telephone and Utilities Corporation by the instrument recorded in Book 2288 at Page 909.**
30. **Sixty foot wide easement to the United States of America for Fountain Valley Conduit as set forth in Declaration of Taking recorded August 27, 1979 in Book 3219 at Page 567.**
31. **Terms, conditions, provisions, agreements and obligations specified under the Access Easement Agreement by and between Fountain Valley Power, LLC and William T. Ward III, Trustee recorded January 19, 2001 at Reception No. 201006838 and recorded January 22, 2001 at Reception No. 201007479.**
32. **Terms, conditions, provisions, agreements and obligations specified under the Pipeline Easement Agreement by and between William T. Ward III, Trustee and Fountain Valley Power LLC recorded March 22, 2001 at Reception No. 201034815.**
33. **Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way to Mountain View Electric Association Inc. recorded April 5, 2001 at Reception No. 201042225 and recorded April 18, 2001 at Reception No. 201048738.**
34. **Notes, Notices, Easements and Restrictions as shown on the subdivision plats of Midway Ranches Filing No. 7 recorded June 02, 2001 at Reception No. 201085497 and recorded October 23, 2003 at Reception No. 203250422.**
35. **Resolution No. 04-27 as contained in instrument recorded January 28, 2004 at Reception No. 204015627 and Resolution No. 04-321 recorded August 30, 2004 at Reception No. 204146172**
36. **Terms, agreements, provisions, conditions and obligations as contained in Amendment to Right of Entry Request recorded March 22, 2010 at Reception No. 210025996.**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Empire Title of Colorado Springs, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 10/20/2017
File No: 48793ECS
Property Address: 20-17-65, , CO
Buyer\Borrower: TBD
Seller: Mountain States Telephone & Telegraph Co., c/o US
West Communications

For changes and updates please contact your Title officer:

Jennifer Stogsdill
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **JStogsdill@etinv.com**

Customer:
Tradewind Energy, Inc.
16105 W. 113th Street
Lenexa, KS 66219
Phone: 913-956-4082 Fax:
Attn: Kris Hanzlicek
DELIVERED VIA: E-MAIL

Buyer:
TBD
DELIVERED VIA: E-MAIL

Seller:
Mountain States Telephone & Telegraph Co., c/o US
West Communications
1801 California Street, Suite 4600
Denver, CO 80202
DELIVERED VIA: E-MAIL

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:
Attn:

Phone: Fax:
Attn:

Changes: Updated Effective Date

Thank you for using Empire Title of Colorado Springs, LLC.



5755 Mark Dabbling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

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**ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or in interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

**Empire Title of Colorado Springs,
LLC**

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President

Attest: Patricia W. Bauer
Secretary

CONDITIONS AND STIPULATIONS

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company’s agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **October 03, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured: **TBD**

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

To Be Determin. Search Fee End \$ **350.00**

Total: \$ **350.00**

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

The Mountain States Telephone & Telegraph Company

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

Part of the NE1/4NE1/4, Section 20, Township 17 South, Range 65 West, 6th P.M., more particularly described as follows:

Beginning at the Southwest corner of the NE1/4NE1/4 of said Section 20; thence North 0°09.2' West along the West line of the NE 1/4 NE1/4 of said Section 20 a distance of 466.7 feet; thence South 89°46.5' East a distance of 466.7 feet; thence South 0°09.2' East a distance of 466.7 feet; thence North 89°46.5' West along the South line of the NE1/4NE1/4 of said section 20 a distance of 466.7 feet to the point of beginning, County of El Paso, State of Colorado.

For Informational Purposes Only: **20-17-65, , CO**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

J. Stogsdill

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 03, 2017 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: The Company may make other requirements and/or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and**

materialmen's liens.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded May 22, 1967 in Book 2181 at Page 192.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 03, 2017 at 07:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Terms, easements, conditions and restrictions in Deed of Easement recorded in Book 2181 at Page 193.**
10. **Non-exclusive roadway easement for benefit of Mountain States Telephone and Telegraph as recorded in Book 2181 at Page 194.**
11. **Terms, conditions, restrictions and requirements of Right of Way Agreement recorded in Book 2181 at Page 197.**
12. **Terms, conditions, restrictions and requirements of Right of Way Easement recorded in Book 2191 at Page**

738.

13. **Terms, conditions, restrictions and requirements of easement to Arkansas Valley G & T, Inc., as recorded in Book 2496 at Page 553.**
14. **Grant of Right of Way to Mountain View Electric Association, Inc., recorded in Book 6365 at Page 996.**
15. **Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, as set forth in the instrument recorded January 24, 1989 in Book 5598 at Page 692, and any and all amendments and/or supplements thereto. Provisions regarding race, color, creed, and national origin, if any, are deleted.**
16. **All rights to any and all minerals and mineral rights, as contained in Deed recorded March 6, 1975 in Book 2737 at Page 274 and recorded March 6, 1975 in Book 2737 at Page 276 and any interests therein or rights thereunder.**
17. **Terms, conditions, provisions, agreements and obligations specified under the Roadway Easement by and between W.T. Ward, Timothy T. Ward and William T. Ward, III and Public Service Company of Colorado recorded in Book 2111 at Page 390.**
18. **Resolution No. 93-273, Service Plan-3 for the Hanover Fire Protection District as contained in instrument recorded August 18, 1993 in Book 6239 at Page 364.**
19. **An easement for right of way and incidental purposes granted to American Telephone and Telegraph Company by the instrument recorded in Book 1979 at Page 757.**
20. **An easement for right of way and incidental purposes granted to Public Service Company of Colorado by the instrument recorded in Book 2030 at Page 235.**
21. **An easement for right of way and incidental purposes granted to Central Telephone and Utilities Corporation by the instrument recorded in Book 2288 at Page 909.**
22. **Sixty foot wide easement to the United States of America for Fountain Valley Conduit as set forth in Declaration of Taking recorded August 27, 1979 in Book 3219 at Page 567.**
23. **Terms, conditions, provisions, agreements and obligations specified under the Access Easement Agreement by and between Fountain Valley Power, LLC and William T. Ward III, Trustee recorded January 19, 2001 at Reception No. 201006838 and recorded January 22, 2001 at Reception No. 201007479.**
24. **Terms, conditions, provisions, agreements and obligations specified under the Pipeline Easement Agreement by and between William T. Ward III, Trustee and Fountain Valley Power LLC recorded March 22, 2001 at Reception No. 201034815.**
25. **Resolution No. 04-27 as contained in instrument recorded January 28, 2004 at Reception No. 204015627 and Resolution No. 04-321 recorded August 30, 2004 at Reception No. 204146172.**
26. **Resolution No. 04-276 as contained in instrument recorded July 13, 2004 at Reception No. 204116423.**
27. **Terms, agreements, provisions, conditions and obligations as contained in Amendment to Right of Entry**

Request recorded March 22, 2010 at Reception No. 210025996.

28. The effect, if any of the Notice as recorded at Reception No. June 23, 2016 at Reception No. 216068431.

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Empire Title of Colorado Springs, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 10/20/2017
File No: 49850ECS
Property Address: Multiple Lots Rancho Colorado Boulevard, Fountain,
CO 80817
Buyer\Borrower: TBD
Seller: Midway Development Company, Inc., a Colorado
Corporation

For changes and updates please contact your Title officer:

Jennifer Stogsdill
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **JStogsdill@etinv.com**

Customer:
Tradewind Energy, Inc.
16105 W. 113th Street
Lenexa, KS 66219
Phone: 913-956-4082 Fax:
Attn: Kris Hanzlicek
DELIVERED VIA: E-MAIL

Buyer:
TBD

DELIVERED VIA: AGENT

Buyer's Agent:

Buyer's Attorney:

Lender:

Phone: Fax:
Attn:

Seller:
Midway Development Company, Inc., a Colorado
Corporation
P.O. Box 25936
Colorado Springs, CO 80936
DELIVERED VIA: AGENT

Seller's Agent:

Seller's Attorney:

Mortgage Broker:

Phone: Fax:
Attn:

Changes: Updated Effective Date

Thank you for using Empire Title of Colorado Springs, LLC.



5755 Mark Dabling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



**ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or in interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

**Empire Title of Colorado Springs,
LLC**

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President

Attest: Patricia W. Bauer
Secretary

CONDITIONS AND STIPULATIONS

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **October 03, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured: **TBD**

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<i>Working Commitment Search End</i>	\$ 250.00
Total:	\$ 250.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Midway Development Company, Inc., a Colorado Corporation

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

Lots 122 through 129, and Lots 135 through 141, Midway Ranches Filing No. 7, County of El Paso, State of Colorado.

For Informational Purposes Only: **Multiple Lots Rancho Colorado Boulevard, Fountain, CO 80817**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

J. Stogsdill

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 03, 2017 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Said document must be executed by an Officer of the Corporation or other designated authority.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

- (f) **Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.**

NOTE: The property described herein, appears to be free and clear of liens. Please verify this information with the owner's of subject property and notify Title if this information is incorrect.

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded September 14, 2010 as Reception No. 210089866. (Lots 122-129)

Deed recorded September 14, 2010 as Reception No. 210089867. (Lots 135-141)

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 03, 2017 at 07:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **All rights to any and all minerals and mineral rights, as contained in Deed recorded March 6, 1975 in Book 2737 at Page 274 and recorded March 6, 1975 in Book 2737 at Page 276 and any interests therein or rights thereunder.**
10. **Terms, conditions, provisions, agreements and obligations specified under the Roadway Easement by and between W.T. Ward, Timothy T. Ward and William T. Ward, III and Public Service Company of Colorado recorded in Book 2111 at Page 390.**
11. **Right of Way Agreement recorded in Book 2181 at Page 197.**

12. **An easement for right of way for roadway and incidental purposes granted to Public Service Company of Colorado by the instrument recorded in Book 2016 at Page 660.**
13. **Easement to construct, repair, replace, operate and maintain its lines for the transmission of electrical energy including the necessary steel towers, poles, wires, guys, stubs and other fixtures, over, under and across as recorded in Book 2496 at Page 553.**
14. **Resolution No. 93-273, Service Plan-3 for the Hanover Fire Protection District as contained in instrument recorded August 18, 1993 in Book 6239 at Page 364.**
15. **An easement granted to Midway Ranches Property Owners Association by the instrument recorded December 21, 1994 in Book 6580 at Page 1151.**
16. **An easement for right of way and incidental purposes granted to American Telephone and Telegraph Company by the instrument recorded in Book 1979 at Page 757.**
17. **Terms, conditions, provisions, agreements and obligations specified under the Access Easement Agreement by and between Fountain Valley Power, LLC and William T. Ward III, Trustee recorded January 19, 2001 at Reception No. 201006838 and recorded January 22, 2001 at Reception No. 201007479.**
18. **Terms, conditions, provisions, agreements and obligations specified under the Pipeline Easement Agreement by and between William T. Ward III, Trustee and Fountain Valley Power LLC recorded March 22, 2001 at Reception No. 201034815.**
19. **Notes, notices, easements, conditions, requirements, matters and restrictions as shown on the subdivision plat of Midway Ranches Filing No.7 recorded June 20, 2001 at Reception No. 201085497 and rerecorded October 23, 2003 at Reception No. 203250422.**
20. **Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 06-20 recorded February 28, 2006 at Reception No. 206029707.**
21. **Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 06-90 recorded April 5, 2006 at Reception No. 206049042.**
22. **Any assessment or lien of Eldorado Village Metropolitan District, as disclosed by the instrument recorded May 25, 2006 at Reception No. 206077091.**
23. **Terms, conditions, provisions, agreements and obligations contained in the Resolution No. 07-52 recorded March 28, 2007 at Reception No. 207042145.**
24. **Terms, agreements, provisions, conditions and obligations as contained in Permanent Easement Agreement recorded July 31, 2012 at Reception No. 212087556. (Lot 129)**
25. **Terms, agreements, provisions, conditions and obligations as contained in Temporary Construction Easement Agreement recorded July 31, 2012 at Reception No. 212087557. (Lot 129)**
26. **Terms, agreements, provisions, conditions and obligations as contained in Temporary Construction**

Easement Agreement recorded July 31, 2012 at Reception No. 212087546. (Lot 141)

- 27. Terms, agreements, provisions, conditions and obligations as contained in Permanent Easement Agreement recorded July 31, 2012 at Reception No. 212087547. (Lot 141)**
- 28. Terms, agreements, provisions, conditions and obligations as contained in Memorandum of Option recorded February 5, 2014 at Reception No. 214009835.**
- 29. Easements, notes, notices and/or restrictions as set forth on the Land Survey Plat recorded February 17, 2015 at Reception No. 215900030.**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Empire Title of Colorado Springs, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 10/19/2017
File No: 49852ECS
Property Address: 7308 Moab Court, Colorado Springs, CO
Buyer\Borrower: TBD
Seller: Powell Homes, LLC a Colorado Limited Liability Company

For changes and updates please contact your Title officer:

Jennifer Stogsdill
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **JStogsdill@etinv.com**

Customer:
Tradewind Energy, Inc.
16105 W. 113th Street
Lenexa, KS 66219
Phone: 913-956-4082 Fax:
Attn: Kris Hanzlicek
DELIVERED VIA: E-MAIL

Buyer:
TBD
DELIVERED VIA: AGENT

Buyer's Agent:

Buyer's Attorney:

Lender:

Phone: Fax:
Attn:

Seller:
Powell Homes, LLC a Colorado Limited Liability
Company
396 South Forty Road
Woodland Park, CO 80863
DELIVERED VIA: AGENT

Seller's Agent:

Seller's Attorney:

Mortgage Broker:

Phone: Fax:
Attn:

Changes: Added Exception 45

Thank you for using Empire Title of Colorado Springs, LLC.



5755 Mark Dabbling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



**ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE**

**ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY**

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or in interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

**Empire Title of Colorado Springs,
LLC**

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President

Attest: Patricia W. Bauer
Secretary

CONDITIONS AND STIPULATIONS

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **October 02, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured: **TBD**

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<i>Working Commitment Search End</i>	\$ 250.00
Total:	\$ 250.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

Powell Homes, LLC a Colorado Limited Liability Company

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

The South 200 Feet of Lot 27, El Dorado Village Filing No. 1, County of El Paso, State of Colorado.

For Informational Purposes Only: **7308 Moab Court, Colorado Springs, CO**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

J. Stogsdill

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 02, 2017 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
 - (b) Pay us the premium, fees and charges for the policy.
 - (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
 - (e) **Partial release by the Public Trustee of the County of El Paso of the Deed of Trust from Powell Homes, LLC a Colorado Limited Liability Company, for the use of Redemption Company, LLC, a Colorado Limited Liability Company, to secure \$120,000.00 recorded February 3, 2015 at Reception No. 215010366.**
 - (f) **Release of the Note and Deed of Trust Extension Agreement recorded February 3, 2017 at Reception No. 217014137.**
 - (g) **Partial release by the Public Trustee of the County of El Paso of the Deed of Trust from Powell Homes, LLC a Colorado Limited Liability Company, for the use of Dominic Doderer and Sara Doderer, to secure \$66,000.00 recorded June 27, 2017 at Reception No. 217074768.**
 - (h) **Statement of Authority for Powell Homes LLC, a Colorado Limited Liability Company evidencing the existence of the entity and authority of person authorized to execute instruments, conveying, encumbering or otherwise affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172, evidencing the existence of said entity on or prior to its acquisition of title to the land herein.**
- NOTE: There is a Statement of Authority of record, however, it was recorded more than 2 years prior to the date of this commitment. The Underwriter hereunder requires a new Statement of Authority to be recorded at this time.**
- (i) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

- (j) **Deed of Trust sufficient to encumber the fee simple estate or interest in the land described or referred to herein, for the benefit of the proposed insured.**

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded December 11, 2012 as Reception No. 212148016.

Deed recorded December 16, 2014 as Reception No. 214115685.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 02, 2017 at 07:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 24, 1989 in Book 5598 at Page 692 and any and all amendments and/or supplements thereto**
10. **All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances In or undersaid land, the rights of ingress and egress for the purposes of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded in**

Book 1806 at Page 577 and Re-Recorded in Book 2737 at Page 274 and Book 1806 at Page 580 and Re-Recorded in Book 2737 at Page 276 and any interests therein or rights thereunder.

11. **Consent to Easement as contained in instrument recorded in Book 2030 at Page 232.**
12. **Easements, conditions, restriction, requirements and matters shown on the recorded Plat of Midway Ranches Filing No. 7.**
13. **Roadway easement between W.T. Ward, Timothy T. Ward and William T. Ward, III and Public Service Company of Colorado as contained in instrument recorded in Book 2111 at Page 390.**
14. **Grant of Electric Transmission Lines and Road Easement as contain in instrument recorded in Book 1588 at Page 508 and Re-Recorded in Book 2122 at Page 270.**
15. **Right of Way Agreement to Mountain State Telephone and Telegraph Company recorded in Book 2181 at Page 193, 194 and 197.**
16. **Right of way easement for roadway purposes to Public Service Company of Colorado as recorded in Book 2016 at Page 660.**
17. **Easement to construct, repair, replace, operate and maintain It 's lines for the transmission of electrical energy Including the necessary steel towers, poles, wires, guys, stubs and other fixtures, over, under, across as recorded in Book 2496 at Page 553.**
18. **Grant of Right of Way to Mountain View Electric Association, as contained in instrument recorded in Book 2458 at Page 592.**
19. **Right of Way easement to Tn-State Generation and Transmission Association as contained in instrument recorded in Book 2458 at Page 594.**
20. **Terms, agreements, provisions, conditions and obligations as contained in Fryingpan-Arkansas Project, Colorado recorded January 29, 1979 in Book 3135 at Page 351.**
21. **Resolution No. 93-273, Service Plan-3 for the Hanover Fire Protection District as contained in instrument recorded August 18, 1993 in Book 6239 at Page 364.**
22. **Easement granted to Midway Ranches Property Owners Association as recorded in Book 6580 at Page 1151.**
23. **Right of way and Easement for America Telephone and Telegraph Company as recorded in Book 1979 at Page 757.**
24. **Grant of Right of Way to Mountain View Electric Association, Inc., recorded in Book 6365 at Page 996.**
25. **Grant of Right of Way to Public Service Company of Colorado recorded in Book 2527 at Page 214.**
26. **Grant of Right of Way to the City of Colorado Springs, recorded in Book 1327 at Page 311.**

27. **Grant of Right of Way to Central Telephone and Utilities Corporation recorded in Book 2288 at Page 909.**
28. **Sixty foot wide easement to the United States of America for Fountain Valley Conduit as set forth in Declaration of Taking recorded in Book 3219 at Page 567.**
29. **Access Easement Agreement between Fountain Valley Power, LLC and William T. Ward III, Trustee as contained in instrument recorded January 19, 2001 at Reception No. 201006838 and recorded January 22, 2001 at Reception No. 201007479.**
30. **Pipeline Easement Agreement between William T. Ward III, Trustee and Fountain Valley Power LLC as contained in instrument recorded March 22, 2001 at Reception No. 201034815.**
31. **Grant of Right of Way to Mountain View Electric Association Inc. as contained in instrument recorded April 5, 2001 at Reception No. 201042225 and recorded April 18, 2001 at Reception No. 201048738.**
32. **Grant of Easement between William T. Ward III, Trustee and Midway Development Company as contained in instrument recorded October 5, 2001 at Reception No. 201145885. (as to Lots 151 and 152).**
33. **Permanent Easement Agreement between William T. Ward III, Trustee and Colorado Springs Utilities as contained in instrument recorded October 17, 2001 at Reception No. 201151397 (as to Lots 149, 150, 152, 153 and 155).**
34. **Resolution No. 04-27 as contained in instrument recorded January 28, 2004 at Reception No. 204015627 and Resolution No. 04-321 recorded August 30, 2004 at Reception No. 204146172.**
35. **Temporary Use Application recorded August 11, 2008 at Reception No. 208090176.**
36. **Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded December 30, 2008 at Reception No. 208135824 and any and all amendments and/or supplements thereto.**
37. **Subdivision Improvements Agreement recorded January 5, 2009 at Reception No. 209000616.**
38. **Ratification of Plat recorded January 5, 2009 at Reception No. 209000617.**
39. **Notes, Notices, Easements and Restrictions as shown on the subdivision plat of El Dorado Village Filing No. 1 recorded January 5, 2009 at Reception No. 209712918.**
40. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 08-193, Approve Final Plat for El Dorado Village Filing No. 1 Subdivision. recorded January 26, 2009 at Reception No. 209007051.**
41. **Any assessments, fees, terms, agreements, provisions, conditions and obligations as contained in Notice of Wigwam Mutual Water Company recorded April 27, 2009 at Reception No. 209044544.**
42. **Terms, agreements, provisions, conditions and obligations as contained in Quit Claim Deeds recorded June 28, 2012 at Reception No. 212074164 and 212074165.**

- 43. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 12-349 recorded October 16, 2012 at Reception No. 212121859.**
- 44. Terms, agreements, provisions, conditions, obligations and easements as contained in Memorandum of Easement Agreement, recorded March 3, 2014 at Reception No. 214017349 and re-recorded March 27, 2014 at Reception No. 214025193.**
- 45. Easements, notes, notices and/or restrictions as set forth on the Land Survey Plat recorded February 17, 2015 at Reception No. 215900030.**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Empire Title of Colorado Springs, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 10/20/2017
File No: 49854ECS
Property Address: 7750 Rancho Colorado Boulevard, Fountain, CO
80817
Buyer\Borrower: TBD
Seller: SWG Fountain Valley II, LLC, a Colorado limited liability company, formerly known as Black Hills Fountain Valley II, LLC, a Colorado limited liability company

For changes and updates please contact your Title officer:

Laura Florek
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **lflorek@etinv.com**

Customer:
Tradewind Energy, Inc.
16105 W. 113th Street
Lenexa, KS 66219
Phone: 913-956-4082 Fax:
Attn: Kris Hanzlicek
DELIVERED VIA: E-MAIL

Buyer:
TBD
DELIVERED VIA: AGENT

Seller:
SWG Fountain Valley II, LLC, a Colorado limited liability company, formerly known as Black Hills Fountain Valley II, LLC, a Colorado limited liability company
c/o SWG Fountain Valley II, LLC, a Colorado limited liability company 600 17th Street Ste. 2400
Denver, CO 80202
DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

TBD

**Phone: Fax:
Attn:**

**Phone: Fax:
Attn:**

Changes: Update & Amend Vesting

Thank you for using Empire Title of Colorado Springs, LLC.



5755 Mark Dabling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or in interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Empire Title of Colorado Springs, LLC

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President

Attest: Patricia W. Bauer
Secretary

CONDITIONS AND STIPULATIONS

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company’s agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **October 03, 2017 at 7:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured: **TBD**

B. ALTA 2006 LOAN POLICY \$

Proposed Insured: **TBD, its successors and/or assigns as their interests may appear**

<i>To Be Determin. Search Fee End</i>	\$ 500.00
Total:	\$ 500.00

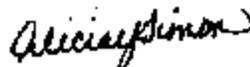
3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
SWG Fountain Valley II, LLC, a Colorado limited liability company, ~~formerly known as Black Hills Fountain Valley II, LLC, a Colorado limited liability company~~

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

Lots 130, 131 and 132, Midway Ranches Filing No. 7, County of El Paso, State of Colorado

For Informational Purposes Only: **7750 Rancho Colorado Boulevard, Fountain, CO 80817**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

Alicia Simon

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 03, 2017 at 7:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Delivery to the Company for inspection and approval prior to closing, the following documents for SWG Fountain Valley II, LLC, a Colorado limited liability company, formerly known as Black Hills Fountain Valley II, LLC, a Colorado limited liability company:**
 - (1) **Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.**
 - (2) **Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.**
- (f) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: The property described herein, appears to be free and clear of any Deeds of Trust or Mortgages. Please verify this information with the owners of subject property and notify Title if this information is incorrect.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded November 25, 2003 as Reception No. 203275033, as to Lot 132.

Deed recorded September 27, 2004 as Reception No. 204162027, as to Lots 130 and 131.

Deed recorded September 5, 2017 as Reception No. 217106739, as to Lots 130, 131 and 132.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

PLEASE NOTE: THIS COMMITMENT IS BEING ISSUED AS TITLE ONLY (NO ESCROW SERVICES ARE BEING PROVIDED). OUR UNDERWRITERS WILL NOT ALLOW THE ISSUANCE OF THE FINAL TITLE POLICY UNTIL ALL REQUIREMENTS ABOVE ARE MET. IF THIS COMMITMENT DOES NOT PROPERLY REFLECT YOUR ANTICIPATED TRANSACTION, PLEASE ADVISE THE TITLE OFFICER AS SOON AS POSSIBLE (CONTACT INFORMATION LOCATED ON THE TRANSMITTAL PAGE) TO MAKE THE APPROPRIATE REVISION(S).

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 03, 2017 at 7:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Terms, conditions, easements and restrictions of Deed of Easement recorded in Book 2016 at Page 660.**
10. **Terms, easements, conditions and restrictions in Deed of Easement recorded in Book 2181 at Page 193.**
11. **Non-exclusive roadway easement for benefit of Mountain States Telephone and Telegraph as recorded in Book 2181 at Page 194.**
12. **Terms, conditions, restrictions and requirements of Right of Way Agreement recorded in Book 2181 at Page 197.**

13. **Terms, conditions, restrictions and requirements of easement to Arkansas Valley G & T, Inc., as recorded in Book 2496 at Page 553.**
14. **Easements, conditions, restrictions, requirements and matters shown on the Recorded plat of Midway Ranches Filing No. 7 recorded June 2, 2001 at Reception No. 201085497 at October 23, 2003 at Reception No. 203250422**
15. **Easement granted to Midway Ranches Property Owners Association as recorded in Book 6580 at Page 1151.**
16. **Grant of Right of Way to Mountain View Electric Association, Inc., recorded in Book 6365 at Page 996.**
17. **Covenants, conditions and restrictions, which do not include a forfeiture or reverter clause, as set forth in the instrument recorded January 24, 1989 in Book 5598 at Page 692, and any and all amendments and/or supplements thereto. Provisions regarding race, color, creed, and national origin, if any, are deleted.**
18. **All rights to any and all minerals and mineral rights, as contained in Deed recorded March 6, 1975 in Book 2737 at Page 274 and recorded March 6, 1975 in Book 2737 at Page 276 and any interests therein or rights thereunder.**
19. **Consent to easement as contained in instrument recorded in Book 2030 at Page 232.**
20. **Terms, conditions, provisions, agreements and obligations specified under the Roadway Easement by and between W.T. Ward, Timothy T. Ward and William T. Ward, III and Public Service Company of Colorado recorded in Book 2111 at Page 390.**
21. **Grant of Electric Transmission Lines and Road Easement as contained in instrument recorded March 15, 1966 in Book 2122 at Page 270.**
22. **An easement for right of way and incidental purposes granted to Mountain View Electric Association by the instrument recorded in Book 2458 at Page 592.**
23. **An easement for right of way and incidental purposes granted to Tri-State Generation and Transmission Association by the instrument recorded in Book 2458 at Page 594.**
24. **Terms, conditions, provisions, agreements and obligations contained in the Fryingpan-Arkansas Project, Colorado recorded January 29, 1979 in Book 3135 at Page 351.**
25. **Resolution No. 93-273, Service Plan-3 for the Hanover Fire Protection District as contained in instrument recorded August 18, 1993 in Book 6239 at Page 364.**
26. **An easement granted to Midway Ranches Property Owners Association by the instrument recorded December 21, 1994 in Book 6580 at Page 1151.**
27. **An easement for right of way and incidental purposes granted to American Telephone and Telegraph Company by the instrument recorded in Book 1979 at Page 757.**
28. **An easement for right of way and incidental purposes granted to Public Service Company of Colorado by**

- the instrument recorded in Book 2030 at Page 233 and September 28, 1972 in Book 2527 at Page 214.
29. **An easement for right of way and incidental purposes granted to the City of Colorado Springs by the instrument recorded in Book 1327 at Page 311.**
 30. **An easement for right of way and incidental purposes granted to Central Telephone and Utilities Corporation by the instrument recorded in Book 2288 at Page 909.**
 31. **Sixty foot wide easement to the United States of America for Fountain Valley Conduit as set forth in Declaration of Taking recorded August 27, 1979 in Book 3219 at Page 567.**
 32. **Terms, conditions, provisions, agreements and obligations specified under the Access Easement Agreement by and between Fountain Valley Power, LLC and William T. Ward III, Trustee recorded January 19, 2001 at Reception No. 201006838 and recorded January 22, 2001 at Reception No. 201007479.**
 33. **Terms, conditions, provisions, agreements and obligations specified under the Pipeline Easement Agreement by and between William T. Ward III, Trustee and Fountain Valley Power LLC recorded March 22, 2001 at Reception No. 201034815.**
 34. **Terms, conditions, provisions, agreements and obligations contained in the Grant of Right of Way to Mountain View Electric Association Inc. recorded April 5, 2001 at Reception No. 201042225 and recorded April 18, 2001 at Reception No. 201048738.**
 35. **Notes, Notices, Easements and Restrictions as shown on the subdivision plats of Midway Ranches Filing No. 7 recorded June 2, 2001 at Reception No. 201085497 and recorded October 23, 2003 at Reception No. 203250422.**
 36. **Resolution No. 04-27 as contained in instrument recorded January 28, 2004 at Reception No. 204015627 and Resolution No. 04-321 recorded August 30, 2004 at Reception No. 204146172**
 37. **Terms, agreements, provisions, conditions and obligations as contained in Right of Entry recorded September 8, 2009 at Reception No. 209106420. (Affects Lot 130)**
 38. **Terms, agreements, provisions, conditions and obligations as contained in Memorandum of Agreement for Easement recorded February 3, 2011 at Reception No. 211012703. (Affects Lot 130)**
 39. **Terms, agreements, provisions, conditions and obligations as contained in Permanent Easement Agreement recorded April 8, 2011 at Reception No. 211035705. (Affects Lot 130)**
 40. **Terms, agreements, provisions, conditions and obligations as contained in Temporary Construction Easement Agreement recorded April 8, 2011 at Reception No. 211035706. (Affects Lot 130)**
 41. **Terms, agreements, provisions, conditions and obligations as contained in Temporary Construction Easement Agreement recorded August 21, 2012 at Reception No. 212097131. (Affects Lot 130)**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Empire Title of Colorado Springs, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 10/19/2017
File No: 49855ECS
Property Address: 18693 & 18695 Boca Raton Heights, Fountain, CO 80817
Buyer\Borrower: TBD
Seller: Fountain Valley Power, LLC, a Delaware limited liability company

For changes and updates please contact your Title officer:

Patty Wright
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC
Phone: **719-520-0191**
Fax: **719-955-7077**
E-mail: **PWright@etinv.com**

Customer:
Tradewind Energy, Inc.
16105 W. 113th Street
Lenexa, KS 66219
Phone: 913-956-4082 Fax:
Attn: Kris Hanzlicek
DELIVERED VIA: E-MAIL

Buyer:
TBD
DELIVERED VIA: AGENT

Seller:
Fountain Valley Power, LLC, a Delaware limited liability company
c/o Black Hills Energy Capital
350 Indiana Street Ste. 400
Golden, CO 80401
DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

Phone: Fax:

Phone: Fax:

Attn:

Attn:

Changes: no fee for datedown

Thank you for using Empire Title of Colorado Springs, LLC.



5755 Mark Dabling Blvd., Ste 110, Colorado Springs, CO 80919
Phone: 719-884-5300 Fax: 719-884-5304

UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or in interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Empire Title of Colorado Springs, LLC

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Donnell
President

Attest: Patricia W. Bauer
Secretary

CONDITIONS AND STIPULATIONS

1. The term “mortgage”, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **October 02, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY \$

Proposed Insured:

B. ALTA 2006 LOAN POLICY \$

Proposed Insured:

<i>To Be Determin. Search Fee End</i>	\$ 750.00
<hr/>	
Total:	\$ 750.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:

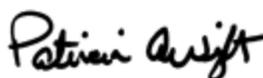
Fountain Valley Power, LLC, a Delaware limited liability company

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **18693 & 18695 Boca Raton Heights, Fountain, CO 80817**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

Patty Wright

EXHIBIT "A"

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE W ½ OF THE NW ¼ AND A PORTION OF THE S ½ OF THE N ½ OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THE NW ¼ OF THE NE ¼ OF SAID SECTION 20, THENCE S 01 DEGREES 50 MINUTES 48 SECONDS E (BEARINGS BASED ON THE NORTH LINE OF THE NW ¼ OF SECTION 21, MONUMENTED AT EACH END WITH A 3 ½" ALUMINUM MONUMENT, P.L.S. NO. 11624, ASSUMED TO BEAR S 89 DEGREES 26 MINUTES 12 SECONDS E) A DISTANCE OF 1137.51 FEET, THENCE NORTH 89 DEGREES 01 MINUTES 41 SECONDS WEST, A DISTANCE OF 1756.37 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF RANCHO COLORADO BOULEVARD; THENCE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, THE FOLLOWING FIVE (5) COURSES:

- (1) NORTH 58 DEGREES 04 MINUTES 26 SECONDS WEST, A DISTANCE OF 644.07 FEET;**
- (2) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE CENTER BEARS NORTH 31 DEGREES 55 MINUTES 41 SECONDS EAST, HAVING A CENTRAL ANGLE OF 47 DEGREES 00 MINUTES 35 SECONDS AND A RADIUS OF 1495.00 FEET, A DISTANCE OF 1226.61 FEET;**
- (3) NORTH 11 DEGREES 04 MINUTES 07 SECONDS WEST, 534.74 FEET;**
- (4) NORTH 30 DEGREES 18 MINUTES 16 SECONDS WEST, A DISTANCE OF 105.97 FEET;**
- (5) NORTH 11 DEGREES 02 MINUTES 52 SECONDS WEST, A DISTANCE OF 130.40 FEET,**

THENCE N 90 DEGREES 00 MINUTES 00 SECONDS E A DISTANCE OF 503.33 FEET TO A POINT ON THE WESTERLY LINE OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 20; THENCE S 00 DEGREES 51 MINUTES 42 SECONDS W ALONG SAID WESTERLY LINE A DISTANCE OF 901.71 FEET TO THE SW CORNER OF SAID NE ¼ OF THE NW ¼; THENCE S 88 DEGREES 44 MINUTES 17 SECONDS E ALONG THE SOUTH LINE OF SAID NE ¼ OF THE NW ¼ A DISTANCE OF 1316.97 FEET TO THE SW CORNER OF SAID NW ¼ OF NE ¼; THENCE S 88 DEGREES 44 MINUTES 02 SECONDS E ALONG THE SOUTH LINE OF THE SAID NW ¼ OF THE NE ¼ A DISTANCE OF THE 1317.39 FEET TO THE POINT OF BEGINNING.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: **October 02, 2017 at 07:30am**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Delivery to the Company for inspection and approval prior to closing, the following documents for Fountain Valley Power, LLC, a Delaware limited liability company:**
 - (1) **Copy of the current Operating Agreement, and any and all amendments thereto, setting forth the name of the manager(s) or members, and their respective powers. NOTE: This item will not be recorded. This Commitment may be subject to additional Requirements and/or Exceptions upon receipt and review of this item.**
 - (2) **Recordation of Statement of Authority evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity, and containing the other information required by C.R.S. 38-30-172 and/or 38-30-108.5.**
- (f) **Release by the Public Trustee of the County of El Paso of the Deed of Trust from Fountain Valley Power, LLC, a Delaware limited liability company, for the use of U.S. Bank National Association, to secure \$240,674,355.59 dated December 22, 2014 recorded December 26, 2014 at Reception No. 214118369.**
- (g) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded January 19, 2001 as Reception No. 201006837.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: **October 02, 2017 at 07:30am**

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **An easement for right of way and incidental purposes granted to the City of Colorado Springs by instrument recorded February 6, 1952 in Book 1327 at Page 311.**
10. **An easement for right of way and incidental purposes granted to United States Department of the Interior, Bureau of Reclamation by instrument recorded February 21, 1966 in Book 1588 at Page 508 and re-recorded March 15, 1966 in Book 2122 at Page 270.**
11. **An easement for right of way and incidental purposes granted to Public Service Company of Colorado by instrument recorded June 8, 1964 in Book 2016 at Page 660.**

12. **An easement for right of way and incidental purposes granted to Public Service Company of Colorado by instrument recorded August 20, 1964 in Book 2030 at Page 231.**
 13. **An easement for right of way and incidental purposes granted to Public Service Company of Colorado by instrument recorded December 28, 1965 in Book 2111 at Page 390**
 14. **An easement for right of way and incidental purposes granted to Mountain States Telephone and Telegraph Company by instrument recorded May 22, 1967 in Book 2181 at Page 193.**
 15. **An easement for right of way and incidental purposes granted to Mountain States Telephone and Telegraph Company by instrument recorded May 22, 1967 in Book 2181 at Page 194.**
 16. **An easement for right of way and incidental purposes granted to Central Telephone and Utilities Corporation by instrument recorded April 29, 1969 in Book 2288 at Page 909.**
 17. **Access road as platted on the subdivision plat for Pioneer Village Filing No. 4 recorded February 26, 1971 in Plat Book P-2 at Page 71.**
 18. **An easement for right of way and incidental purposes granted to Arkansas Valley G&T, Inc. by instrument recorded June 9, 1972 in Book 2495 at Page 553.**
- NOTE: Easement rights conveyed by Bankruptcy Trustee to Tri-State Generation and Transmission Association, Inc. and Public Service Company by Deed recorded September 15, 1993 in Book 6260 at Page 1052.**
19. **An easement for right of way and incidental purposes granted to Public Service Company of Colorado by instrument recorded September 28, 1972 in Book 2527 at Page 214.**
 20. **Sixty foot wide easement to the United States of America for Fountain Valley Conduit as set forth in Declaration of Taking recorded August 27, 1979 in Book 3219 at Page 567.**
 21. **Covenants, conditions, restrictions and easements, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 24, 1989 in Book 5598 at Page 692, and any and all amendments and/or supplements thereto.**
 22. **Inclusion of the subject property in Hanover Fire Protection District by Resolution No 93-273, recorded August 18, 1993 in Book 6239 at Page 364.**
 23. **Terms, agreements, provisions, conditions and obligations as contained in Order and Decree Creating Hanover Fire Protection District recorded December 22, 1993 in Book 6340 at Page 1268.**
 24. **Terms, agreements, provisions, conditions, obligations and easements as contained in Access Easement Agreement, recorded January 19, 2001 at Reception No. 201006838.**
 25. **Terms, agreements, provisions, conditions, obligations and easements as contained in Right of Way Agreement, recorded January 22, 2001 at Reception No. 201007479.**

26. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 00-523 recorded March 9, 2001 at Reception No. 201029143.**
27. **Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 00-524 recorded March 9, 2001 at Reception No. 201029152.**
28. **Terms, agreements, provisions, conditions, obligations and easements as contained in Pipeline Easement Agreement, recorded March 22, 2001 at Reception No. 201034815.**
29. **Terms, agreements, provisions, conditions, obligations and easements as contained in Easement Agreement, recorded March 26, 2001 at Reception No. 201035741.**
30. **Terms, agreements, provisions, conditions, obligations and easements as contained in Pipeline Easement Agreement, recorded March 30, 2001 at Reception No. 201038882.**
31. **An easement for right of way and incidental purposes granted to Mountain View Electric Association by instrument recorded April 5, 2001 at Reception No. 201042225.**
32. **Terms, agreements, provisions, conditions and obligations as contained in Memorandum of Water Supply Agreement recorded April 13, 2001 at Reception No. 201046134.**
33. **An easement for right of way and incidental purposes granted to Mountain View Electric Association by instrument recorded April 18, 2001 at Reception No. 201048738.**
34. **Terms, agreements, provisions, conditions, obligations, restrictions, notes and easements as contained in Land Survey Plat, recorded January 20, 2015 at Reception No. 215900011.**

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Empire Title of Colorado Springs, LLC

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com

Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 10/05/2017
File No: 50580ECS
Property Address: 0 El Hambre View, Pueblo, CO
Buyer\Borrower: TBD
Seller: Public Service Company of Colorado

For changes and updates please contact your Escrow officer(s):

Escrow Officer: Not Applicable Empire Title of Colorado Springs, LLC 5755 Mark Dabling Blvd., Ste 110 Colorado Springs, CO 80919 Phone: 719-884-5300 Fax: 719-884-5304 E-Mail:	Title Officer: Jennifer Stogsdill Empire Title of Colorado Springs, LLC c/o ET Production Services, LLC
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Escrow Processor:
Not Applicable
E-Mail:
Phone: 719-884-5300

Copies Sent to:

Customer:
Tradewind Energy, Inc.
16105 W. 113th Street
Lenexa, KS 66219
Phone: 913-956-4082 Fax:
Attn: Kris Hanzlicek
DELIVERED VIA: E-MAIL

Buyer:
TBD
DELIVERED VIA: AGENT

Buyer's Agent:

Buyer's Attorney:

Seller:
Public Service Company of Colorado
P.O. Box 840
Denver, CO 80201
DELIVERED VIA: AGENT

Seller's Agent:

Seller's Attorney:

Lender:
TBD

Mortgage Broker:

Phone: Fax:
Attn:

Phone: Fax:
Attn:

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **September 12, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY

Proposed Insured: **TBD**

B. ALTA 2006 LOAN POLICY

Proposed Insured:

<i>To Be Determin. Search Fee End</i>	\$	2,000.00
Total:	\$	2,000.00

3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
Public Service Company of Colorado

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

The NW1/4 NE1/4 of Section 20 in Township 17 South, Range 65 West of the 6th P.M., except the West 145 feet thereof, County of El Paso, State of Colorado.

For Informational Purposes Only: **0 El Hambre View, Pueblo, CO**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

J. Stogsdill

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: September 12, 2017 at 07:30am

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded August 20, 1964 in [Book 2030 at Page 230](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the

conveyances subsequent to the plat are reported.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: September 12, 2017 at 07:30am

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law in U.S. Patents recorded January 19, 1885 in [Book 35 at Page 383](#).**
10. **Reservations and exceptions contained in Deed recorded November 1, 1938 in [Book 958 at Page 399](#) and in Deed recorded September 11, 1942 in [Book 1014 at Page 369](#) and in Deed recorded March 2, 1942 in [Book 1014 at Page 105](#).**
11. **Conveyance of oil, gas and other minerals and mineral rights in Quit Claim Deed recorded August 15, 1961 in [Book 1872 at Page 284](#).**
12. **Reservations, restrictions, conditions, agreements and rights of way in Warranty Deed recorded July 3, 1962 in [Book 1916 at Page 162](#).**

13. Easements and rights of way including its terms and conditions as granted to the American Telephone and Telegraph Company in instrument recorded October 9, 1963 in [Book 1979 at Page 757](#).
14. Reservations and exceptions contained in Deed recorded August 20, 1964 in [Book 2030 at Page 230](#).
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Consent to Easement, recorded August 20, 1964 in [Book 2030 at Page 235](#).
16. Terms, agreements, provisions, conditions, obligations and easements as contained in Quit Claim Deed to The Mountain States Telephone and Telegraph Company, recorded December 28, 1965 in [Book 2111 at Page 390](#) and Quit Claim Deed recorded May 22, 1967 in [Book 2181 at Page 193](#).
17. Terms, agreements, provisions, conditions, obligations and easements as contained in Option for Purchase of Microwave Site and Easements, recorded February 10, 1967 in [Book 2166 at Page 74](#).
18. Easements and rights of way including its terms and conditions as granted to the Mountain States Telephone and Telegraph Company in Easement recorded May 22, 1967 in [Book 2181 at Page 194](#).
19. Easements and rights of way including its terms and conditions as granted to The Mountain States Telephone and Telegraph Company in Right of Way Agreement recorded May 22, 1967 in [Book 2181 at Page 197](#).
20. Easements and rights of way including its terms and conditions as granted to the Mountain View Electric Association, Incorporated in Grant of Right of Way recorded August 25, 1967 in [Book 2195 at Page 518](#).
21. Terms, agreements, provisions, conditions, obligations and easements as contained in Contract and Grant of Water Pipeline Right-of-Way Easement recorded January 29, 1979 in [Book 3135 at Page 351](#).
22. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 79-217, Land Use 107 recorded August 17, 1979 in [Book 3215 at Page 794](#).
23. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-273 recorded August 18, 1993 in [Book 6239 at Page 364](#).
24. Terms, agreements, provisions, conditions and obligations as contained in Order and Decree Creating The Hanover Fire Protection District recorded December 22, 1993 in [Book 6340 at Page 1268](#).
25. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-276 recorded July 13, 2004 at [Reception No. 204116423](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

line with the east line of the right-of-way of the Denver & New Orleans Railroad, now known as the Colorado & Southern Railroad; thence southeasterly along said right-of-way line to the east line of said Section 10; thence South along said east line to the place of beginning. Also excepting from the granted premises aforesaid that portion of Section 10, Township 17 South, Range 65 West heretofore conveyed to Nelson G. Wilson by warranty deed recorded in Book 312 at page 50 of the above records, to-wit: All that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 17 South, Range 65 West, which lies on the East and Northeast side of the right-of-way of the Denver & New Orleans Railroad through said portion of Section 10:

Also except all deeds of rights-of-way for railroads, telephone poles and wires, public roads, and all rights-of-way for canals and irrigating ditches, and any and all other rights-of-way.

Also conveying all water rights used or capable of use in connection with the premises heretofore described, including particularly the Tom Wanless Ditch and all water and water rights appropriated thereby, a decree for which was made and entered in the District Court of El Paso County, Colorado, on February 15, 1882, the same heading from Fountain Creek; also the enlargement to the Tom Wanless ditch, which is of record. Also all water and water rights appropriated by means of an underground feeder to said ditch as of record; also Lake Joy reservoir as of record; together with all other water and water rights, ditch and ditch rights, reservoir and reservoir rights used for and in connection with said lands or any part thereof; all subject to an outstanding mineral deed to Henry Esser.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity of, in and to the above bargained premises with the hereditaments and appurtenances.

I, Have and To Hold the said premises above bargained and described, with the appurtenances unto the said party of the second part, his heirs and assigns, forever. And the said The Colorado National Bank of Denver, party of the first part, for itself, and its successors, doth covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except taxes now or hereafter levied against said property. and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Cashier, the day and year first above written.

Attest:
M. B. Berger
Cashier



The Colorado National Bank of Denver,

By H. Kountze
President.

L. H. Stamps
#7A
Cancelled

State of Colorado)
City & County of) SS.
Denver.

The foregoing instrument was acknowledged before me this 31st day of October, 1938, by H. Kountze as President and M. B. Berger as Cashier of The Colorado National Bank of Denver, a corporation.

My notarial commission expires Feb. 15, 1939.

Witness my hand and official seal.



Teresa McGillicuddy
Notary Public.

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No. 602613

Warranty Deed

William E. Sweet, also known
as William Ellery Sweet

to

L. A. McCandlish

Filed for Record 3:06 P. M.

November 1, 1938.

Charles Ozias, Recorder.

THIS WARRANTY DEED, Made this 31st day of October, in the year of our Lord, one thousand nine hundred and thirty-eight, between William E. Sweet, also known as William Ellery Sweet of the City and County of Denver, and State of Colorado, of the first part; and L. A. McCandlish, of the County of El Paso, and State of Colorado, of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to the said party of the first part in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, forever, all the following described real property, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

That part of the West Half of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 4, lying East of the Denver and Rio Grande Railway right of way, and of the County Road; all of Section 7; the South Half (S $\frac{1}{2}$) and the South Half of the North Half (S $\frac{1}{2}$ N $\frac{1}{2}$), and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 8; that part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), and of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 9, lying East of the center line of the County Road and of the Atchison, Topoka & Santa Fe Railway right of way; that part of the South Half (S $\frac{1}{2}$) of Section 10, lying West of The Colorado and Southern Railway and East of the East line of The Atchison, Topoka and Santa Fe Railway; the Southwest Quarter (SW $\frac{1}{4}$) of Section 13; all of Section 14, except a one (1) acre square tract in the Northeast corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$); all of Section 15, except that part of the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$), lying West of the center line of the Pueblo-Colorado Springs Highway, also except the South 1,045 feet of the West 232 feet of said Section 15; and except 10.31 acres to El Paso County, all of Section 17, all of Section 18; all of Section 19; all of Section 20; the North Half of the Southeast

Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), except railroad, of Section 22; that part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 22, lying East of the Pueblo-Colorado Springs Road; the Northwest Quarter (NW $\frac{1}{4}$) and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 23; the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 26; the Northwest Quarter (NW $\frac{1}{4}$) and the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 29; the North Half (N $\frac{1}{2}$) of Section 30, all in Township 17 South, Range 65 West of the Sixth Principal Meridian, excepting all rights of way for roads, railroads, telephone lines and poles, ditches and reservoirs, and all other rights of way of record, and excepting further all exceptions or reservations of oil, gas, coal, and other mineral rights now of record, affecting any part of the above described premises; and excepting all minerals and mineral rights conveyed in a certain deed between The Colorado National Bank and Henry Esser, which conveyed to Henry Esser an undivided one-half (1/2) interest in and to all minerals including said oil and gas, located upon said premises for a period of ten years from March 1, 1925, and so much longer as oil and gas or other minerals may be found on said premises, and which deed affects sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 of the above described property and other property:

Together with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch rights of way and all water and water rights, which have been and are used for the irrigation of the above described lands, and for the irrigation of any part thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, his heirs and assigns, forever. And the said William E. Sweet, also known as William Ellery Sweet, party of the first part, for himself, his heirs, and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs, and assigns, that at the time of the enrolling and delivery of these presents he is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; Excepting all existing reservations and rights of way for roads, railroads and ditches, or any of them, which include any part of the premises above described, except 1939 and subsequent taxes; -

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs, and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year above written.

L. E. Sweet
SAS
Gave and

William E. Sweet
Also known as William Ellery Sweet.

Signed, Sealed and Delivered
in Presence of

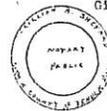
State of Colorado)
City and County of) ss.
Denver

I, Lillian A. Shepard, a Notary Public in and for said Denver County, in the State aforesaid, do hereby certify that William E. Sweet, also known as William Ellery Sweet, who being personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

My commission expires April 14, A.D. 1941.

Given under my hand and notarial seal this 31st day of October, A.D. 1938.

Lillian A. Shepard.
Notary Public.



No. 602646

WARRANTY DEED

Charles A. Perlitz, Jr.,

to

Glen Eyrie Development Co.

Filed for Record 10:06 A. M.

November 2, 1938.

Charles Ozias, Recorder.

WARRANTY DEED

This Deed, Made this 1st day of November in the year of our Lord one thousand nine hundred and thirty-eight, between Charles A. Perlitz, Jr., of the County of Harris and State of Texas, of the first part, and Glen Eyrie Development Co., a corporation organized and existing under and by virtue of the laws of the State of Colorado, of

Witnesseth: That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following described lots or parcels of land and properties, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The West half of the Southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Seventeen (17); and the South Half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), except the West ten acres thereof, the South Half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$); the East Half of the Southeast quarter of the Southwest quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ W $\frac{1}{2}$) and the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty (20); and the East half of the Northeast quarter of the Northwest quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the North Half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-nine (29), all in Township Twelve (12) South, Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian.

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

FILED
DEC 06 1993
DIV. 1

20-

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF EL PASO
AND STATE OF COLORADO

Civil Action No. 93CV1724 Div. 1

IN RE THE ORGANIZATION OF)
HANOVER FIRE PROTECTION)
DISTRICT, EL PASO COUNTY)
COLORADO)

ORDER AND DECREE
CREATING DISTRICT

This matter coming on to be heard in open Court, and it appearing that the election, held on the 2nd day of November, 1993, at which there was submitted the matter of the organization of the Hanover Fire Protection District, County of El Paso, Colorado, and the election of Directors for such District was duly held at the time and place and by the Judges of Election specified in the Order of Court entered on the first day of October, 1993;

AND IT FURTHER appearing that the required Notice of Election was duly published in compliance with the aforementioned Order and Articles 1 to 13 of Title 1, C.R.S. 1973; that all of said ballots were cast at said election by eligible electors of the District who were registered to vote at general elections in this State and who either had been a resident of the proposed District for not less than thirty-two days, or who or whose spouse owns taxable real or personal property within the proposed District, whether said person resides in the proposed District or not. The following ballots were cast on the question of organization of the proposed District:

	<u>VOTES CAST</u>
<u>For</u> the organization of Hanover Fire Protection District	117
<u>AGAINST</u> the organization of Hanover Fire Protection District	27

That the following qualified persons were duly elected as directors of the District for the indicated terms:

<u>NAME</u>	<u>TERM</u>
Paul A. Ogle, Jr.	Until the Next Regular Election
Rex D. Miller	Until the Next Regular Election
Dave W. Million	Until the Second Regular Election
Virgil L. Porter	Until the Second Regular Election
Donald E. Orr	Until the Second Regular Election

That the following ballots were cast on the following question:

"Shall the Board of Directors of the Hanover Fire Protection District, if the Special District is Organized, be authorized and empowered, without further authorization by the voters or registered electors of the District to certify an initial mill levy of 5.5 mills to produce approximately \$20,000.00 in 1994?"

VOTES CAST

YES	104
NO	38

That all the provisions of law, and more particularly all of the requirements of Title 32, Article 1, and Title 1, Articles 1 to 13, Colorado Revised Statutes, have been complied with, met and performed, in the organization of the District.

And the Court being fully advised in the premises, hereby ORDERS AND DECREES that:

The District has been duly and regularly organized and shall be known as "Hanover Fire Protection District", in the County of El Paso, Colorado.

The following eligible electors are hereby designated as the first Board of Directors of the District:

Paul A. Ogle, Jr.	Until the Next Regular Election
Rex D. Miller	Until the Next Regular Election
Dave W. Million	Until the Second Regular Election
Virgil L. Porter	Until the Second Regular Election
Donald E. Orr	Until the Second Regular Election

The District is located in the County of El Paso, Colorado, and is more particularly described in Attachment A hereto.

The District shall be a governmental subdivision of the State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation.

The Board of Directors shall take such steps and proceedings as the needs of the District require; and that within thirty (30) days after the date hereof, the Clerk of this Court shall transmit to the County Clerk and Recorder of the County of El Paso, and to the County Assessor of the County of El Paso, true and correct copies of this Order and Decree, for filing in their offices. Notice of the completion of the organization of the District shall be filed in duplicate and recorded with the County Clerk and

Recorder of the County of El Paso, and a certified duplicate copy of said Notice filed with the Division of Local Government of the State of Colorado.

Done this 8th day of December, 1993.

BY THE COURT:



Judge

All of the following described real property located in El Paso County, Colorado:

Commencing at the NW corner of Section 35, T15S, R65W; thence easterly a distance of approximately 3.25 miles to the SW corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence northerly a distance of approximately one quarter mile to the NW corner the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately one quarter mile to the NE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence southerly a distance of approximately one quarter mile to the SE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately fifteen and one half miles to the NE corner of Section 35, T15S, R62W; thence southerly a distance of approximately one mile to the SW corner of Section 35, T15S, R62W; thence easterly a distance of approximately one mile to the SE corner of Section 35, T15S, R62W; thence southerly a distance of approximately twelve miles to the SE corner of Section 36, T17S, R62W; thence westerly a distance of approximately twenty-four miles to the SW corner of Section 31, T17S, R65W; thence northerly a distance of approximately four miles to the NW corner of Section 7, T17S, R65W; thence easterly a distance of approximately three miles to the easterly right of way line of U. S. Interstate 25; thence northwesterly along the easterly right of way line a distance of approximately five miles to a point on the southerly line of Section 17, T16S, R65W; thence easterly a distance of approximately one and one half miles to the SW corner of Section 15, T16S, R65W; thence northerly a distance of approximately three miles to the NW corner of Section 3, T16S, R65W; thence easterly a distance of approximately one mile to the NE corner of Section 3, T16S, R65W; thence northerly a distance of approximately one mile to the point of beginning. Excepting therefrom the following described property: Sections 32,33,34,35 T15S, R62W; Sections 1,11,14,23 T16S, R62W; Sections 27,35,36 T17S, R62W.

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDERCommissioner Shupp moved adoption of the following Resolution: *Free*BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADORESOLUTION NO. 93-273, Service Plan-3

WHEREAS, the Hanover Fire Protection District Steering Committee did file an application with the El Paso County Planning Department, pursuant to Section 32-1-204(2), C.R.S., for the review of the service plan for the Hanover Fire Protection District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 20, 1993, upon which date the Planning Commission did by formal resolution recommend approval of the subject service plan with conditions; and

WHEREAS, a public hearing was held by the Board on August 9, 1993; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the County, study of the proposed service plan, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That the hearings before the Planning Commission and Board of County Commissioners of El Paso County were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
2. There is sufficient existing and projected need for organized service in the area to be served by the proposed Special District.
3. Existing service in the area to be served by the proposed Special District is inadequate for present and projected needs.
4. The proposed Special District is capable of providing economical and sufficient service to the area within its proposed boundaries.
5. The area to be included in the proposed Special District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Resolution No. 93-273, Service Plan-3
Page 2

6. Adequate service is not or will not be available to the area through the County, other existing municipal or quasi-municipal corporations, including existing Special Districts, within a reasonable time and on a comparable basis.
7. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each County within which the proposed Special District is to be located and each municipality which is an interested party.
8. The proposal is in substantial compliance with a Master Plan adopted pursuant to Colorado Revised Statutes Section 30-28-106.
9. The proposal is in compliance with any duly adopted County, regional or state long-range water quality management for the area.
10. The creation of the proposed Special District will be in the best interests of the area proposed to be served.

NOW, THEREFORE, BE IT RESOLVED that the Service Plan for the Hanover Fire Protection District as submitted by the Hanover Fire Protection District Steering Committee for property more particularly described in Exhibit A, which is attached hereto and incorporated by reference, be approved;

BE IT FURTHER RESOLVED that the following conditions shall be placed upon this approval:

1. Bonded indebtedness shall be specifically limited to no more than three percent of the District's assessed valuation as specified in this Service Plan. Any authorization of indebtedness above this level shall be considered a material modification to the Service Plan and, therefore, subject to Board of County Commissioners' approval.
2. Prior to certification of this Service Plan to District Court, the legal description (Exhibit A) shall be revised to exclude the City of Colorado Springs Hanna Ranch property, property owned by the Fountain Valley Authority, and State Land Board parcels. Exhibit A shall also be revised to fully incorporate any split tax parcels.

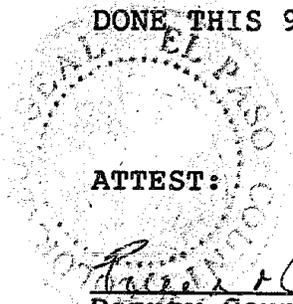
AND BE IT FURTHER RESOLVED that the record and recommendations of the El Paso County Planning Commission be adopted.

Resolution No. 93-273, Service Plan-3
Page 3

DONE THIS 9th day of August, 1993, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:



[Signature]
Deputy County Clerk

By *[Signature]*
Chairperson

Commissioner Whittemore seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Howells	aye
Commissioner Whittemore	aye
Commissioner Brown	aye
Commissioner Shupp	aye

The Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 93-273, Service Plan-3
EXHIBIT A

All of the following described real property located in El Paso County, Colorado:

Commencing at the NW corner of Section 35, T15S, R65W; thence easterly a distance of approximately 3.25 miles to the SW corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence northerly a distance of approximately one quarter mile to the NW corner the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately one quarter mile to the NE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence southerly a distance of approximately one quarter mile to the SE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately fifteen and one half miles to the NE corner of Section 35, T15S, R62W; thence southerly a distance of approximately one mile to the SW corner of Section 35, T15S, R62W; thence easterly a distance of approximately one mile to the SE corner of Section 35, T15S, R62W; thence southerly a distance of approximately twelve miles to the SE corner of Section 36, T17S, R62W; thence westerly a distance of approximately twenty-four miles to the SW corner of Section 31, T17S, R65W; thence northerly a distance of approximately four miles to the NW corner of Section 7, T17S, R65W; thence easterly a distance of approximately three miles to the easterly right of way line of U. S. Interstate 25; thence northwesterly along the easterly right of way line a distance of approximately five miles to a point on the southerly line of Section 17, T16S, R65W; thence easterly a distance of approximately one and one half miles to the SW corner of Section 15, T16S, R65W; thence northerly a distance of approximately three miles to the NW corner of Section 3, T16S, R65W; thence easterly a distance of approximately one mile to the NE corner of Section 3, T16S, R65W; thence northerly a distance of approximately one mile to the point of beginning. Excepting therefrom the following described property: Sections 32,33,34,35 T15S, R62W; Sections 1,11,14,23 T16S, R62W; Sections 27,35,36 T17S, R62W.

THE UNITED STATES OF AMERICA.

Certificate No. 3057.

To all to whom these presents shall come—GREETING:

Whereas, William M. Strickler of Co. Park County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado whereby it appears that full payment has been made by the said William M. Strickler

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental thereto, for the east half of the northwest quarter, the northeast quarter of the southeast quarter of section nineteen and the west half of of the northwest quarter and the northwest quarter of the northeast quarter of section twenty in township six north of range sixty five west of the Sixth Principal Meridian in Colorado containing two hundred and forty acres according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said William M. Strickler

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said William M. Strickler

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said William M. Strickler and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Chester A. Arthur President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the fifth day of December in the year of our Lord one thousand eight hundred and eighty four and of the independence of the United States the one hundred and ninth

Recorded, Vol. 6 By the Register: Chester A. Arthur M. McKeown Secretary of the General Land Office

Filed for Record the 17 day of January A. D. 1885 at 5:16 o'clock P. M.

COUNTY OF EL PASO STATE OF COLORADO FEE 14.00
 RECEIVED AT 9:00 O'CLOCK A.M. AUG 17 1979
 RECEPTION NO. 587837 ARDIS W. SCHMITT Elizabeth A. Smith DEPUTY

Commissioner Heim moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
 OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION NO. 79-217, Land Use 107

WHEREAS, Texas Oil & Gas Corp. did file a petition with the Land Use Department of El Paso County on or about June 1, 1979, for approval of a special use of drilling exploratory test wells within the A-4 Agricultural Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 16, 1979, upon which date the Planning Commission did by formal resolution recommend approval of the subject special use petition; and

WHEREAS, a public hearing was held by this Board on July 26, 1979; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Land Use Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That proper posting and public notice was provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That the proposed special use conforms to Section XXXXVII, Standards Governing the Approval or Disapproval of a Petition for a Special Use, of the El Paso County Zoning Resolutions.
4. That the proposed land use will be compatible with existing and permitted land uses in all directions.
5. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
6. That for the above stated, and other reasons, the proposed special use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED, That the petition of Texas Oil & Gas Corp. for approval of a special use of drilling exploratory test wells within the A-4 Agricultural Zone District in the following described unincorporated area of El Paso County be approved:

All of Section 20, Township 17 South, Range 65 West;

BE IT FURTHER RESOLVED, That the record and recommendation of the El Paso County Planning Commission be adopted;

AND BE IT FURTHER RESOLVED; That the following condition shall be placed upon this approval:

Approval for the special use is granted for exploration purposes only at this time.

DONE this 26th day of July, 1979, at Colorado Springs, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By Lee H. Herrens
Chairman

ATTEST:

Verna Feiner
Deputy County Clerk

Commissioner Salt seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye" and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

DATED: July 26, 1979

Commissioner Heim moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION NO. 79-218, Land Use 108

WHEREAS, Texas Oil & Gas Corp. did file a petition with the Land Use Department of El Paso County on or about June 1, 1979, for approval of a special use of drilling exploratory test wells within the A04 Agricultural Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 16, 1979, upon which date the Planning Commission did by formal resolution recommend approval of the subject special use petition; and

WHEREAS, a public hearing was held by this Board on July 26, 1979; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Land Use Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That proper posting and public notice was provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That the proposed special use conforms to Section XXXVII, Standards Governing the Approval or Disapproval of a Petition for a Special Use, of the El Paso County Zoning Resolutions.
4. That the proposed land use will be compatible with existing and permitted land uses in all directions.
5. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
6. That for the above stated, and other reasons, the proposed special use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED, That the petition of Texas Oil & Gas Corp. for approval of a special use of drilling exploratory test wells within the A-4 Agricultural Zone District in the following described unincorporated area of El Paso County be approved:

Within all of Section 35, Township 14 South, Range 65 West;

BE IT FURTHER RESOLVED, That the record and recommendation of the El Paso County Planning Commission be adopted;

AND BE IT FURTHER RESOLVED, That the following condition shall be placed upon this approval:

Approval for the special use is granted for exploration purposes only at this time.

DONE this 26th day of July, 1979, at Colorado Springs, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By Lee W. Herrera
Chairman

ATTEST:

Verna Feilner
Deputy County Clerk

Commissioner Salt seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye" and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

DATED: July 26, 1979

Commissioner Heim moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION NO. 79-219, Land Use 109

WHEREAS, William R. Good and Wayne D. Vogt did file a petition with the Land Use Department of El Paso County on or about May 4, 1979, to rezone the herein described property in El Paso County from R-3 Residential Zone District to R-4 Planned Development Zone District; and

WHEREAS, public hearing was held by the El Paso County Planning Commission on June 18, 1979, upon which date the Planning Commission did by formal resolution recommend approval of the subject rezoning application; and

WHEREAS, a public hearing was held by this Board on July 26, 1979; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Land Use Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That proper posting, publication and public notices were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That the proposed zoning is in compliance with the recommendations set forth in the master plan for the unincorporated area of the county.
4. That the proposed land use will be compatible with existing and permitted land uses in all directions.
5. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
6. That for the above stated and other reasons, the proposed zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.
7. That changing conditions clearly require amendment to the Zoning Resolutions.

NOW, THEREFORE, BE IT RESOLVED, That the petition of William R. Good and Wayne D. Vogt for a zone change from R-3 Residential Zone District to R-4 Planned Zone District for the following described unincorporated area of El Paso County be approved:

Lots 44, 45, 46 and 1, Block 1, Park Vista Addition, El Paso County;

AND BE IT FURTHER RESOLVED, That the record and recommendation of the El Paso County Planning Commission be adopted.

DONE this 26th day of July, 1979, at Colorado Springs, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By *L. W. Suras*
Chairman

ATTEST:

Verna Feimer
Deputy County Clerk

Commissioner Salt seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye" and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

DATED: July 26, 1979

C/A 210.0382.1028.100.20.0.0

Contract No. 9-07-70-L0940
Tract Number FVC-145

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Fryingpan-Arkansas Project, Colorado
Fountain Valley Conduit

CONTRACT AND GRANT OF WATER PIPELINE RIGHT-OF-WAY EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 4th day of December, 19 78, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and LeSAYE AND SONS, a California corporation

whether one or more, hereinafter collectively referred to as the Grantor;

WITNESSETH:

The following grant and mutual covenants by and between the parties:

1. For the consideration hereinafter expressed, the Grantor does hereby grant unto the United States and its assigns a perpetual easement to survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline, or conduit, and appurtenances thereto or any part thereof, for the transportation of water through, over, and across those lands specifically described in Schedule A, attached hereto and by this reference made a part hereof. Said grant shall include: (a) the right of ingress and egress upon said land and premises to survey, construct, reconstruct, operate, maintain, and remove said water pipeline or conduit and appurtenances; (b) the exclusive right to remove from or place on earth, rock, or other materials, and the right to trim, cut, and remove brush, trees, and other vegetation; (c) the right of ingress and egress for men, materials and equipment for utilizing the easement granted; and (d) the right of the United States and its assigns to construct, operate, and maintain such surface structures as are necessary and appurtenant to said water pipeline or conduit.

Said rights are required for the use of Fryingpan-Arkansas Project, Pueblo, Colorado, Department of the Interior, Bureau of Reclamation.

2. For the same consideration hereinafter expressed, the Grantor does hereby grant unto the United States the additional and further right and privilege of a temporary easement to use and occupy such other land on either side of the above-described perpetual easement as shall be necessary for the construction of said water pipeline; Provided, however the combined widths of said perpetual easement and the said temporary construction easement shall not exceed 200 feet; Provided, further that said temporary easement shall remain in effect until the date of completion of the construction of said water pipeline or conduit, and appurtenances thereto, but in no event shall temporary easement continue beyond five (5) years from date of this contract.

3. During construction, suitable cross-overs shall be installed over the pipe trenches as needed by the Grantor. All fences and drainage or irrigation systems cut or disturbed shall be repaired by the United States in a good and workmanlike manner. Before a fence is cut by the United States, it shall be properly supported on either side of the contemplated opening by suitable posts and braces, and gates shall be provided at fence openings where required. Nothing contained herein shall designate or limit the dates in connection with the construction

and operation of said pipeline and appurtenances thereto. The pipeline shall be buried at a sufficient depth so as not to interfere with cultivation of the soil. Topsoil shall be separated from subsoil during excavation and topsoil removed from excavation shall be replaced as backfill in the uppermost part of the excavation to a depth as shall exist previous to excavation but not to exceed 18 inches, and all excess subsoil shall be removed from the Grantor's land at the expense of the United States.

4. This grant of easement shall not preclude the right to cultivate, use, and enjoy the premises for any purposes which will not constitute an interference with the easement, rights, and privileges herein granted to the United States, or endanger any of its property, but such reserved rights shall not extend to or include the erection of any buildings, reservoir, or structure, or permission to the public to use any part thereof without advance written permission in behalf of the United States or its assignee for operation and maintenance of the Fryingspan-Arkansas Project.

5. The Grantor, his successors or assigns, tenants or agricultural lessees, if any, are to be paid, as their respective interests may appear, for damages to fences, crops (but not pasture lands), livestock, trees, drainage or irrigation systems, and personal property as a result of construction, operation and maintenance, or removal of the pipeline by the United States or its assigns. This payment shall be separate and in addition to the consideration stated hereinafter in Article 12. Payment by the United States for damages caused by construction, operation and maintenance, and removal of the pipeline will be on the basis of an appraisal based on a survey of damages by a representative of the United States and the Grantor, his successors or assigns, on or about the date damages occur, and approved by the Secretary of the Interior or his duly authorized representative. No payment shall be made under the provisions of this article for damages incurred by reason of construction, operation and maintenance, or removal of the pipeline upon or across pasture lands whether of native grasses or seeded grasses.

6. The United States shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of permanent abandonment of said right-of-way, as evidenced by a written notice to that effect from the United States through its authorized representative, or its assigns, the title and interest herein granted shall end, cease, and determine, and title to rights herein granted shall revert to the then owner of the land.

7. The grant of easement herein contained is subject to rights-of-way of any nature whatsoever of record and in use except as provided in Article 4. This grant shall not be construed as in anywise affecting mineral rights of the Grantor or others, and is subject to mineral interests in third parties of record or in use, except as extraction or mining of minerals or gravel might endanger or interfere with the property or rights of the United States.

8. It is a condition precedent to the payment to the Grantor of the sum named herein that the title to the premises described herein shall be vested in the Grantor, subject only to the interest of the United States hereunder and to the matters set out in Article 7 hereof, and to such other defects, interests, or encumbrances as may be waived in writing by the United States.

9. The Grantor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Grantor may be advised by the United States are necessary and proper to show in the Grantor title sufficient to grant the above easement free and clear of encumbrances, subject only to the interests, liens, or encumbrances expressly excepted herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense. The expense of recording this contract shall be borne by the United States.

10. If the Secretary of the Interior determines that the interest described in Articles 1 and 2 above, should be acquired by judicial procedure, either to procure a safe title or for any other reason, the Grantor and the United States hereby stipulate that the ultimate award to the Grantor for the interest described in Articles 1 and 2 above, shall be the same as the purchase price hereinafter stated in Article 12, but should the Grantor own a lesser interest than that described in Articles 1 and 2 hereof, such award shall not exceed that portion of the purchase price stated in Article 12 which the value of such lesser interest bears to the value of the entire estate described in the said Articles 1 and 2.

11. The Grantor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the Grantor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12. As complete consideration for the above grant of easement and for rights and privileges provided in this contract, the United States agrees to pay the Grantor the sum of Six Hundred Fifty and No/100 Dollars (\$650.00)----- Separate payment for construction, operation, and maintenance, or removal damages, if any, accruing under Article 5, will be made by the United States or its assigns on the basis of an appraisal as therein provided to be made. If a tenant or agricultural lessee owns fences, crops, livestock, trees, drainage or irrigation systems, or personal property located upon the right-of-way described in Article 1 above, Grantor, for himself, his successors and assigns, agrees to furnish evidence satisfactory to the United States of title in such tenant or agricultural lessee to such property, which evidence may take the form of a "Statement of Ownership of Property" executed by both the Grantor and the concerned tenant or agricultural lessee.

13. The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees, or assigns of the parties hereto.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By W. C. Kregger
 Title Project Manager

Address
550 N. Golden Circle Drive
Santa Ana, California 92705

GRANTOR
LEGAYE AND SONS, a California corporation

By Kevin J. Legaye
 President

ATTEST:
Marjorie Legaye
 Secretary

STATE OF California)
) ss.
COUNTY OF Orange)

I do hereby certify that KEVIN LeGAYE President of
LeGAYE AND SONS, a California corporation
and MARJORIE LeGAYE, Secretary of
LeGAYE AND SONS, a California corporation

whose names are subscribed in the foregoing instrument as such officers,
appeared before me this day in person and acknowledged that they signed,
sealed and delivered said instrument as their free and voluntary act and
deed for said Pipeline Agreement
for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of December,
19 78.



(SEAL)

Geri Musgrave
Notary Public in and for the
State of California
Residing at 431 E. Riverboat Way
Orange, CA 92665
My Commission Expires: 8-5-80

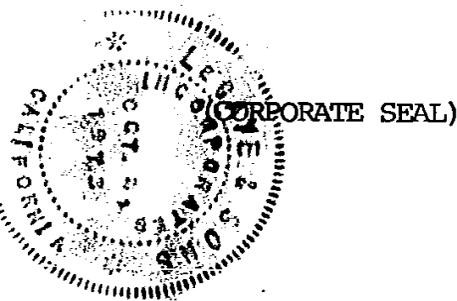
CERTIFICATE OF CORPORATE RESOLUTION

I hereby certify that at a meeting of the Board of Directors of LeGAYE & SONS, a California Corporation, held in pursuance of due notice given in accordance with the bylaws of said corporation, City of Laguna Beach, State of California, on this 4th day of December, 19 78, at which meeting the following Resolution was adopted:

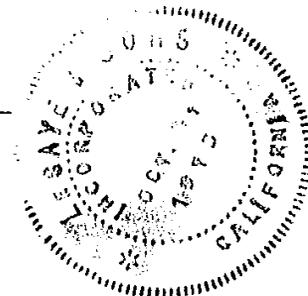
RESOLVED, that the Board of Directors of this corporation hereby approves a Contract and Grant of Water Pipeline Right-of-Way Easement No. 9-07-70-L0940 to be executed between this corporation and the United States of America, for the purchase of a tract of land lying in and being a part of the West Half (W 1/2) of Section Twenty (20) and part of Section Seventeen (17), Township Seventeen South, Range Sixty-Five West (T. 17 S., R. 65 W.), of the Sixth Principal Meridian (6th P.M.), El Paso County, State of Colorado containing 18.78 acres, more or less, as is more specifically provided in said contract; and that KEVIN LeGAYE, President and MARJORIE LeGAYE, Secretary of this corporation be and they are hereby authorized and directed to execute said contract on behalf of the corporation.

CERTIFICATE OF SECRETARY

I, MARJORIE LeGAYE, Secretary of LeGAYE & SONS, a California Corporation, do hereby certify that the above and foregoing is a true and correct copy of a resolution properly adopted by the Board of Directors of said corporation as is contained in the minutes of a (special) (regular) meeting of said Board held at Laguna Beach, California, on the 4th day of December, 19 78.



Marjorie LeGaye
Secretary



SCHEDULE A

LM-389A (Rev 9/73)
Bureau of Reclamation
Lower Missouri Region

BOOK 3135 PAGE 356

LE GAYE & SONS
Pt. W 1/2, Sec. 20, Pt. Sec. 17
T. 17 S., R. 65 W., 6th P.M.
FOUNTAIN VALLEY CONDUIT
Dwg. No. 382-706-5470

Two parcels of land situated and being a part of the West Half (W 1/2) of Section Twenty (20) and part of Section Seventeen (17), Township Seventeen South, Range Sixty-Five West (T. 17 S., R. 65 W.), of the Sixth Principal Meridian (6th P.M.), El Paso County, State of Colorado, more particularly described as follows:

Tract FVC-145 Parcel A Permanent Easement

A strip of land being 60 feet in width, extending to and limited by the property lines 30 feet each side of the Fountain Valley Conduit centerline from P.O.T. Station 1231+21.18 to P.O.C. Station 1243+10.72 and from P.O.T. Station 1256+30.68 to P.O.T. Station 1298+32.02 measured at right angles to the centerline which centerline is more particularly described as follows:

Beginning at P.O.T. Station 1231+21.18 a point on the South property line which point bears S43°15'E a distance of 3,372.9 feet from the Northwest Corner of Section Twenty (20) and proceeding,

Thence on a tangent N13°02'W a distance of 974.83 feet to P.C. Station 1240+96.01;

Thence on a curve to the right with a radius of 1,000.00 feet for 214.71 feet to P.O.C. Station 1243+10.72 a point on the south line of the Midway Substation boundary;

Thence beginning at P.O.T. Station 1256+30.68 a point on the North line of the Midway Substation boundary which point bears N89°50'E a distance of 2,211.31 feet from the Northwest Corner of Section Twenty (20) and proceeding;

Thence on a tangent N21°40'E a distance of 713.23 feet to P.C. Station 1263+43.91;

Thence on a curve to the left with a radius of 500.00 feet for 203.05 feet to P.T. Station 1265+46.96;

Thence on a tangent N01°36'W a distance of 3,285.06 feet to P.O.T. Station 1298+32.02 a point on the North property line, containing 7.43 acres more or less.

Tract FVC-145 Parcel B Temporary Easement

A strip of land measured at right angles to the Fountain Valley Conduit centerline as described above under Parcel A Permanent Easement, extending to and limited by the property lines, 150 feet in width, 75 feet on each side of said centerline from P.O.T. Station 1231+21.18 to P.O.C. Station 1243+10.72, and from P.O.T. Station 1256+30.68 to P.C. Station 1263+43.91,

APPROVED AS TO ENGINEERING DATA

DATE

SCHEDULE A

LM-389A (Rev 9/73)
Bureau of Reclamation
Lower Missouri Region

BOOK 3135 PAGE 357

LE GAYE & SONS
(continued)

and 195 feet in width, 75 feet on the left and 120 feet on the right of said centerline from P.C. Station 1263+43.91 to P.T. Station 1265+46.96, and 150 feet in width, 30 feet on the left and 120 feet on the right of said centerline from P.T. Station 1265+46.96 to P.O.T. Station 1298+32.02, excluding therefrom the land described above under Parcel A Permanent Easement. Parcel B contains 11.35 acres more or less.

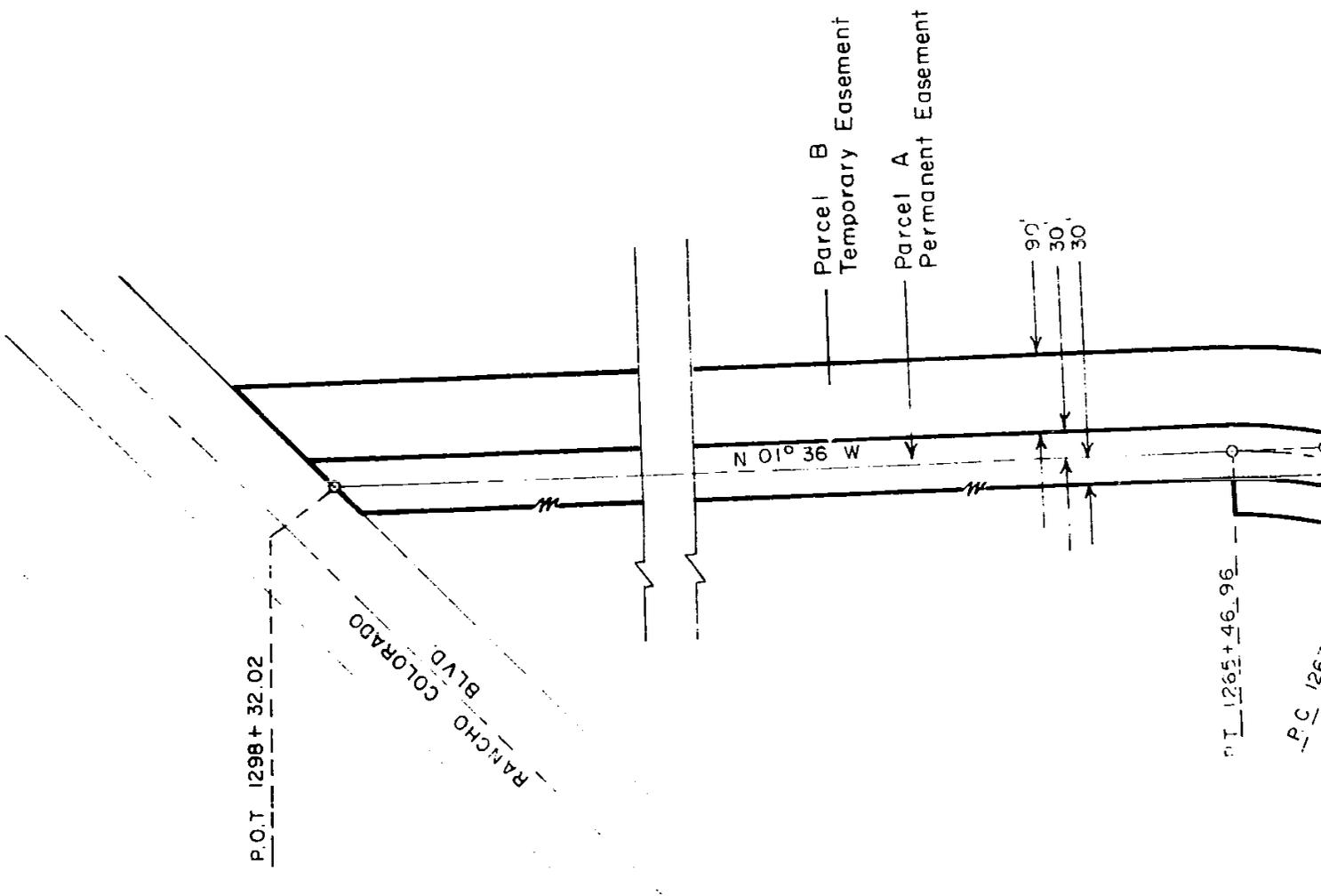
Date April 19, 1978

I hereby certify that the within legal description is correct.

Anthony G. Piamp Civil Engineer, Colorado PE-7475
Signature Title

APPROVED AS TO ENGINEERING DATA

DATE



P.O.T. 1298 + 32.02

RANCHO COLORADO
BLVD.

Parcel B
Temporary Easement

Parcel A
Permanent Easement

$N 01^{\circ} 36' W$

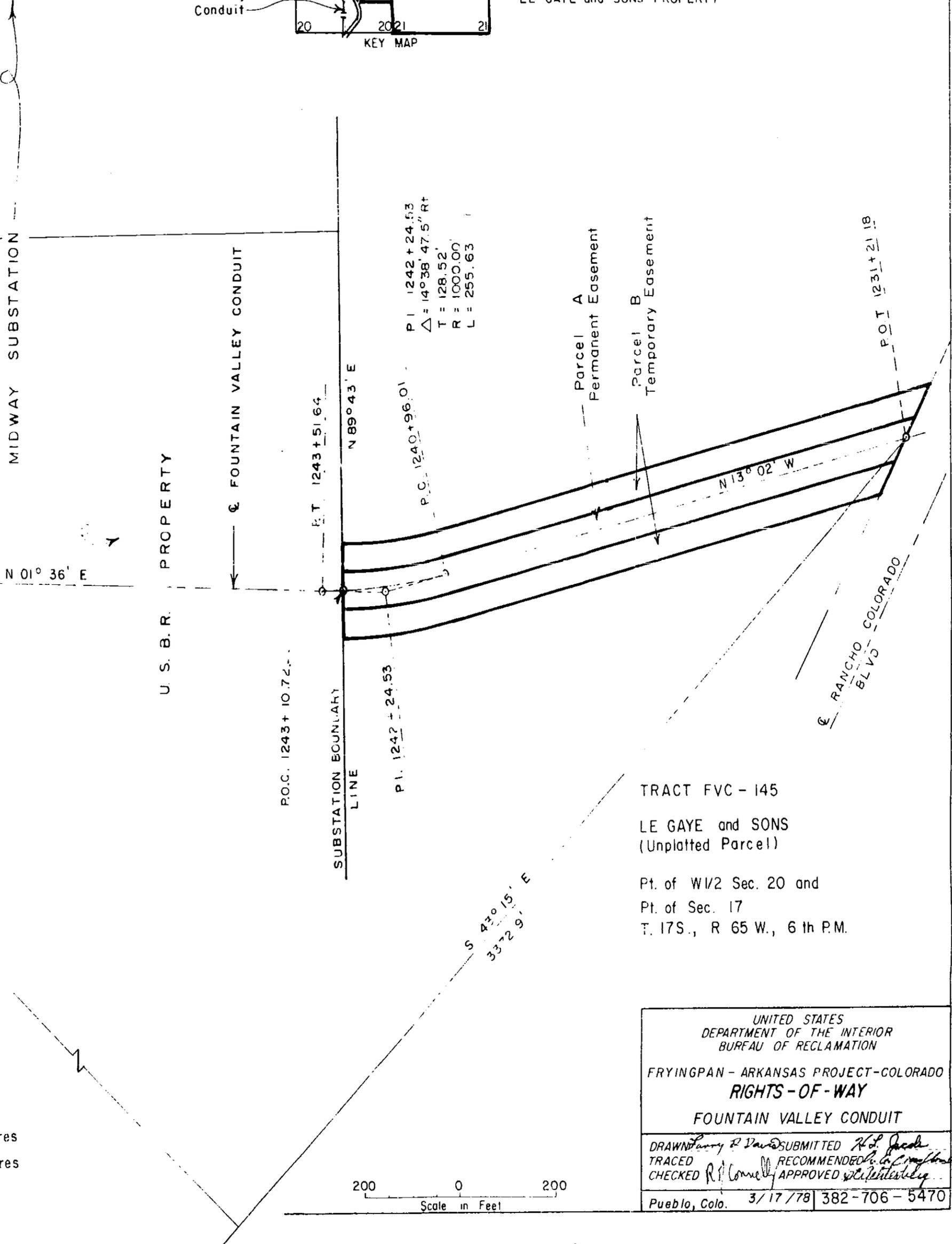
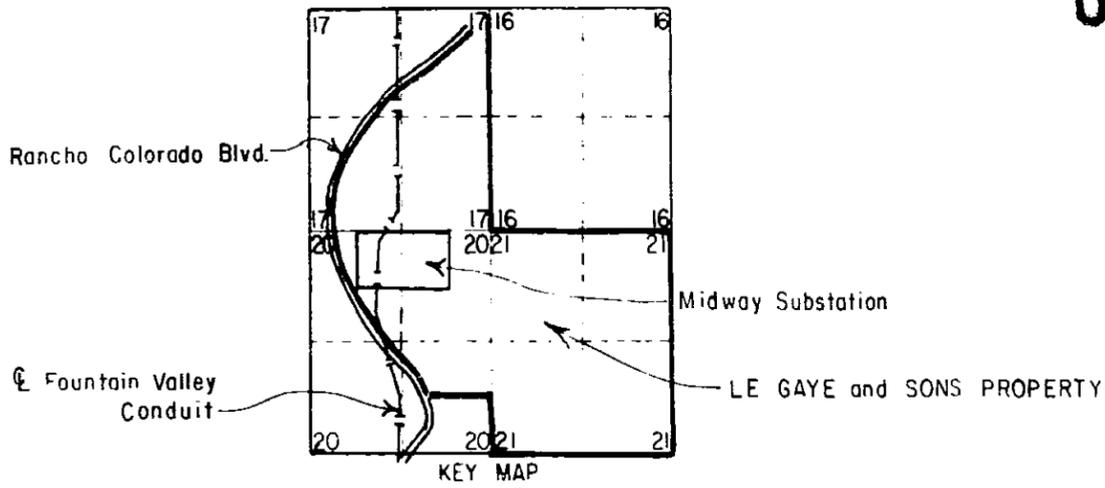
90'
30'
30'

P.T. 1265 + 46.96

P.C. 1265

SCHEDULE A

BOOK 3135 PAGE 358



P.I. 1242 + 24.53
 $\Delta = 14^{\circ} 38' 47.5''$ Rt
 T = 128.52'
 R = 1000.00'
 L = 295.63'

P.C. 1240 + 96.01
 N 89° 43' E

P.T. 1243 + 51.64

SUBSTATION BOUNDARY LINE

P.I. 1242 + 24.53

N 13° 02' W

P.O.T. 1231 + 21.18

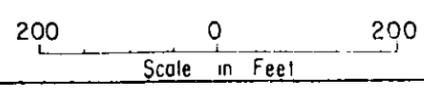
N 01° 36' E

S 47° 15' E
 3372.9'

TRACT FVC - 145
 LE GAYE and SONS
 (Unplatted Parcel)

Pt. of W/2 Sec. 20 and
 Pt. of Sec. 17
 T. 17S., R. 65 W., 6th P.M.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
FRYINGPAN - ARKANSAS PROJECT - COLORADO RIGHTS - OF - WAY FOUNTAIN VALLEY CONDUIT	
DRAWN <i>Harry P. Davis</i> TRACED CHECKED <i>R. J. Connelly</i>	SUBMITTED <i>H. L. Jacobs</i> RECOMMENDED <i>A. C. Smith</i> APPROVED <i>[Signature]</i>
Pueblo, Colo. 3/17/78 382-706-5470	



5 Acres
 5 Acres

Received at

8:39 o'clock
540342

MAY 22 1967
HARRIET BEALS

RIGHT OF WAY AGREEMENT

BOOK 2181 PAGE 197

Reception No.

Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY,

Two Hundred Fifty Dollars and 00/100 - - - - - Dollars (\$250.00)

in consideration of which the undersigned hereby grants, bargains, sells and conveys unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of buried cables and wires, surface testing terminals, and surface markers, and other appurtenances upon, over, under and across the land which the undersigned owns or in which the undersigned has any interest in the following described strip of land: A strip of land Five (5) feet in width on each side of a center line described as follows: Beginning at a point which bears North a distance of Ten (10) feet from the Southwest Corner of the Northeast Quarter (NE¹/₄) of the Northwest Quarter (NW¹/₄) of Section Twenty (20), Township Seventeen (17) South, of Range Sixty-Five (65) West of the Sixth (6th) Principal Meridian; thence South 89°25'30" East a distance of 2639.9 feet; thence South 89°32' East a distance of 159.7 feet; thence South 77°27' East a distance of 250.95 feet; thence South 82°09' East a distance of 691.69 feet; thence North 76°08' East a distance of 2767.23 feet; thence South 71°27' East a distance of 2830 feet to the point of intersection with the American Telephone and Telegraph Company buried cable easement as described and recorded in Book 1919 at Page 757 of the records of the Clerk and Recorder of El Paso County, Colorado.



County of El Paso, and State of Colorado

This grant and conveyance also provides and includes the following rights for the grantees; of ingress and egress over, along and across the land owned by the undersigned to and from the above described strip for the purpose of exercising all rights herein granted; to clear and keep cleared all trees, roots, brush, and other obstructions from the surface and subsurface of said strip.

The undersigned grantor, and the undersigned's successors, assigns, and lessees, shall have the following rights which are hereby reserved; to use the surface area of the easement and the property upon which the easement is located, such use to include the placement of fences, provided, however, that no such use will interfere with or damage the communication system or property of Grantee installed pursuant to this grant, or with the maintenance, repair, and replacement of said

R/W-BU-1

system and property; to require reasonable relocation of any markers placed beyond the limits of the Right of Way and Easement hereby granted.

The Grantees agree that the said communication systems shall be originally placed at least Thirty (30) inches deep in order to reduce the possibility of interference with the ordinary and reasonable use of the Grantor's land, and to reimburse the owner for actual losses resulting from damage to fences, ditches and growing crops caused by or arising out of the construction and maintenance of the aforesaid system.

IN WITNESS WHEREOF, these presents have been executed this 18th day of May, 1967 at Pueblo, Colorado.

WITNESS:

W. T. Ward
W. T. WARD
Timothy T. Ward
TIMOTHY T. WARD
William T. Ward III
WILLIAM T. WARD, III

Exception No. 540341 HARRIET BEALS

E A S E M E N T

THIS EASEMENT made this 10th day of May, 1967, from PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, Grantor, to MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, a Colorado corporation, Grantee;

W I T N E S S E T H:

WHEREAS, Grantor is the owner of an easement for roadway purposes over and across property hereinafter described, which easement was acquired pursuant to a Quit Claim Deed recorded December 28, 1965 in Book 2111 at page 390 of the records of the Clerk and Recorder of El Paso County, Colorado; and

WHEREAS, Grantee desires to use said roadway for its own business purposes.

NOW, THEREFORE, Grantor in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, insofar as it has the right to do so and subject to the terms and conditions hereinafter set forth, a non-exclusive easement for roadway purposes and the installation of underground buried cable on, over, under and across the following described premises located in the County of El Paso, State of Colorado, to-wit:

A portion of Section 20, 21 and 22, Township 17 South, Range 65 West of the 6th Principal Meridian, 60 feet in width being 30 feet on each side of the centerline described as follows: Beginning at a point on the west boundary line of Interstate Highway No. 25 said point being 665 feet north and 850 feet west of the southeast corner of said Section 22; thence South 78°37' West 1046.96 feet to a point; thence on a curve to the right whose radius

is 100 feet and cord bears North $61^{\circ}50'$ West 127.20 feet; thence North $22^{\circ}17'$ West 473.37 feet to a point; thence North $5^{\circ}03'$ West 745.15 feet to a point; thence North $30^{\circ}19'$ West 505.57 feet to a point; thence North $40^{\circ}09'$ West 418.28 feet to a point; thence North $71^{\circ}27'$ West 5652.40 feet to a point; thence South $76^{\circ}08'$ West 2767.23 feet to a point; thence North $82^{\circ}09'$ West 691.69 feet to a point; thence North $77^{\circ}27'$ West 250.95 feet to a point; thence North $89^{\circ}32'$ West 159.70 feet to a point; said point being 15 feet south of the southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 20; thence westerly 2639.9 feet parallel with and 15 feet south of the south boundary line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20.

1. All damage to the roadway, culverts, gates or other appurtenant facilities caused by Grantee, its employees, agents or contractors shall be repaired at the sole expense of Grantee.

2. The grant herein made is subject to the right reserved by the grantors in the Quit Claim Deed referred to above, and further subject to the rights of the United States Department of Interior, Bureau of Reclamation, acquired by virtue of an agreement dated March 23, 1967 with Grantor. Grantee shall take no action pursuant to the rights granted herein which will constitute a violation of the obligations of Grantor under said agreement with the United States.

3. Grantee shall reimburse Grantor for one-third of the annual maintenance costs for the road based upon annual cost statements to be submitted to Grantee by Grantor. Such maintenance is estimated to be \$200 annually.

4. The rights herein granted to Grantee for the installation of underground buried cable are limited to the Northerly 5 feet of the road right-of-way.

IN WITNESS WHEREOF, Grantor has executed this Easement

THIS DEED, Made this 8th day of May in the year of our Lord one thousand nine hundred and sixty-seven between

W. T. WARD, TIMOTHY T. WARD, and WILLIAM T. WARD, III

of the County of El Paso and State of Colorado, of the first part and THE MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, a corporation

organized and existing under and by virtue of the laws of the State of Colorado

Recorder's Stamp

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration... to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remise, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described

situate, lying and being in the County of El Paso and State of Colorado, to-wit: An easement for roadway purposes over and across portion of Section 20, 21 and 22, Township 17 South, Range 65 West of the 6th P.M., 60 feet in width being 30 feet on each side of the centerline described as follows: Beginning at a point on the west boundary line of Interstate Highway No. 25 said point being 665 feet north and 850 ft. west of the southeast corner of said Section 22; thence South 78°37' West 1046.96 feet to a point; thence on a curve to the right whose radius is 100 feet and cord bears North 61°50' West 127.20 feet; thence North 22°17' West 473.37 feet to a point; thence North 5°03' West 745.15 ft. to a point; thence North 30°19' West 505.57 ft. to a point; thence North 40°09' West 418.28 feet to a point; thence North 71°27' West 5652.40 feet to a point; thence South 76°08' West 2767.23 ft. to a point; thence North 82°09' West 691.69 feet to a point; thence North 77°27' West 250.95 feet to a point; thence North 89°32' West 159.70 feet to a point; said point being 15 feet south of the southeast corner of the NW 1/4 NE 1/4 Section 20; thence westerly 2639.9 ft. parallel with and 15 feet south of the south boundary line of the NW 1/4 NE 1/4 and NE 1/4 NW 1/4 of Section 20.

Together with the right to construct, reconstruct and maintain the roadway on said easement and to grant to others the right to use said road. Reserving to the grantors, their heirs and assigns, the right of ingress and egress over the above roadway.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

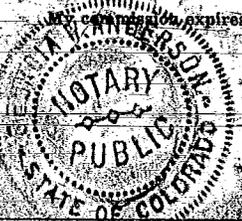
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

W. T. WARD [SEAL]
TIMOTHY T. WARD [SEAL]
WILLIAM T. WARD, III [SEAL]

STATE OF COLORADO
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 8th day of May A.D. 1967, by W. T. Ward, Timothy T. Ward and William T. Ward, III,



Witness my hand and official seal.
George W. Anderson
Notary Public

Received at 8:20 o'clock A.M. FEB 10 1967

Recd 524116 HARRIET BEALS

MST FORM 6126-A

OPTION FOR PURCHASE OF MICROWAVE SITE AND EASEMENTS

2166 PAGE 74

KNOW ALL MEN BY THESE PRESENTS, that W. T. WARD,

WILLIAM T. WARD III AND TIMOTHY T. WARD

of EL PASO County of EL PASO, State of COLORADO

(hereinafter called Party of the First Part, whether one or more), in consideration of the sum of FIVE HUNDRED

AND NO/100 Dollars (\$500.00), and other good and valuable consideration paid by THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation (hereinafter called Party of the Second Part), receipt of which is hereby acknowledged, do hereby give and grant unto the Party of the Second Part an OPTION to purchase the following described property situate, lying and being in the County of EL PASO, State of COLORADO, to-wit:

A tract of land measuring 5 ACRES (more or less) situated in the NW 1/4 NE 1/4

SEC 20 T-17-S R-65-W 1/4 M. Meridian, the exact location of which is to be determined by the Party of the Second Part and described by legal survey, for the construction thereon by the Party of the Second Part of a microwave (or radio) tower and a separate building to house equipment and service facilities for said

tower, and, also, the following easements in, upon, over, across and under said SEC 20, 21 & 22 T-17-S R-65-W (a) right of way for telephone, telegraph and electric power lines to said tract, (b) right of way for a road, not less

than 60 feet in width for access to and egress from said tract by pedestrian, vehicular and motor traffic, and (c) easement for the emplacement underground and on the surface of anchors and guy wires to be connected to said tower and to be emplaced and connected outside the boundaries of said tract.

In addition to said Option to Purchase said tract and said easements and while this Option continues in effect as herein provided, Party of the First Part hereby grants to Party of Second Part (i) an easement and right

of way not in excess of 60 feet in width over said SEC 20, 21 & 22 T-17-S R-65-W for access to and egress from, and the movement of pedestrian, vehicular and all other kinds of traffic over, across

and upon, any part of said SEC 20, 21 & 22 T-17-S R-65-W in connection with the conducting of microwave testing on any part of said described lands or any adjacent lands, and (ii) an easement and right of way for the erection and operation on said described lands of a temporary testing tower, and associated anchors, guys, wires and other structures necessary and proper in the erection and testing of said temporary tower and facilities. If this Option is extended by agreement of the parties, the easements for testing described in this paragraph shall also be extended but said easements for testing shall not be extended beyond one year after the execution of this Option and shall terminate in any event upon exercise of the Option or upon the expiration of this Option.

The above Option to Purchase is granted upon the following terms and conditions:

1. Said Option shall continue until and including the 1ST day of FEBRUARY 1968, subject to the exceptions as hereinafter provided.

2. The total purchase price for said property shall be FIVE THOUSAND Dollars (\$ 5000.00).

3. Party of the First Part shall deliver to Party of the Second Part, within thirty (30) days after the execution of this Option, the Abstract of Title relating to the subject property or, in the event there is no Abstract, such other evidence of title as Party of the First Part may have. The said Abstract or other evidence of title shall be returned to Party of the First Part by Party of the Second Part, but Party of the Second Part is hereby given permission to use such evidence of title for its own purposes and to have any such Abstract certified to date at the expense of Party of the Second Part in such manner as said Second Party shall desire prior to returning it to Party of the First Part. The parties agree that all questions concerning the sufficiency of title are to be submitted by the Party of the Second Part to its attorneys in Denver, Colorado, and the opinion of said attorneys shall be conclusive upon all parties hereto. If, in the opinion of the attorneys of the Party of the Second Part, any defects in or objections to said title can be removed within a reasonable time, said reasonable time not to exceed one (1) year, then the period of this Option

shall be and is hereby extended for such reasonable time as may be necessary for the removal of such defect. If title to said property is not vested in the Party of the First Part in fee simple free and clear of all encumbrances and/or is not perfected in the manner required by the attorneys for the Party of the Second Part, the Party of the Second Part may treat the same as a default hereunder. In case of default hereunder by the Party of the First Part, and the election of the Party of the Second Part not to complete the purchase by reason of said default, then the Party of the First Part agrees to refund to the Party of the Second Part the consideration paid for this Option. The Party of the Second Part, however, may at its election take said property subject to said objections.

4. If this Option is exercised, money paid as consideration therefor shall be considered as a payment on account of the full purchase price above provided, and upon the payment or tender of the balance of the said purchase price, the Party of the First Part agrees to execute and deliver to the Party of the Second Part a good and sufficient warranty deed conveying said property to the Party of the Second Part free and clear of liens and encumbrances, except:

If the Party of the Second Part should fail to exercise this Option for any cause other than default of the Party of the First Part, then the Party of the First Part may keep or retain the consideration paid herefor.

5. The Party of the First Part agrees to pay all general taxes provided by the statute and assessed against the property for the year 1966 and prior years, and it is agreed between the parties that the general taxes for the year 1967 should be prorated between the purchaser and seller as of the date of the delivery of the property and instruments of conveyance therefor, as above provided. The Party of the First Part agrees to pay all special taxes and assessments which at the time of the execution and delivery of the warranty deed for said premises shall have been levied or assessed against any of the land and improvements hereinabove described, including installments of said special taxes and assessments to become due thereafter. The Party of the Second Part may, at its option, deduct from any payment to be made by it for said lands and improvements any amount of money which under the terms of this paragraph is to be paid by the Party of the First Part, including such amount as may be required to pay such special taxes and assessments in full at the time or dates when the Party of the Second Part is required to make any further payment on account of the purchase rights hereunder.

6. If the Party of the First Part is a corporation, it agrees to have this Option forthwith ratified by formal action of its Directors, and if the above-described property constitutes all the property of the corporation, then to have this Option ratified by its stockholders according to law, and agrees to furnish the Party of the Second Part with a duly certified copy of the resolutions of the Board of Directors or the stockholders, as the case may be, authorizing and ratifying the execution of this Option.

7. This Option shall be executed and acknowledged by the wife or wives hereinabove mentioned, if any, and shall include the waiver, release and relinquishment of all rights of homestead or rights of dower of said wife or wives, and said wife or wives, if any, respectively and severally, for the consideration aforesaid, expressly agree to waive, release and relinquish to the Party of the Second Part the property above described free and clear of all such homestead and dower rights and free and clear of all liens and encumbrances of every kind and character.

8. This Option shall be binding upon the heirs, personal representatives, successors and assigns of the Party of the First Part, and shall inure to the successors and assigns of the Party of the Second Part.

9. The Party of the Second Part hereby assures the Party of the First Part that the microwave path loss testing operation will not be hazardous to the present operations of the Party of the First Part, and the Party of the Second Part further agrees to indemnify the Party of the First Part for any loss or damage to property caused by the operations of the Party of the Second Part during the term of this Option, and not caused or contributed to by the Party of the First Part.

IN WITNESS WHEREOF, the parties have executed this instrument this 3rd day of February, 1967

W. J. Ward
William J. Ward
Janet T. Ward
Party of the First Part

Witnesses:

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY

By: J. H. Belton
Engineer, Right of Way
Party of the Second Part

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 3rd day
of February A. D. 1967 by W. F. Ward, William T. Ward III,
Timothy T. Ward and J. C. Kilmer

Witness my hand and official seal.

My commission expires Sept 3, 1967

Victor G. Rance
Notary Public



Reception No. 454816 HARRIET BEALS Recorder.

Recorder's Stamp

THIS DEED, Made this day of sixty-five in the year of our Lord one thousand nine hundred and between

W. T. WARD, TIMOTHY T. WARD, and WILLIAM T. WARD, III

of the

County of El Paso and State of Colorado, of the first part and

PUBLIC SERVICE COMPANY OF COLORADO a corporation organized and existing under and by virtue of the laws of the State of Colorado

of the second part:

WITNESSETH, That the said part of the first part, for and in consideration of the sum of

Ten Dollars and other valuable consideration - - - - - DOLLARS, to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described

situate, lying and being in the County of El Paso and State of Colorado, to-wit: An easement for roadway purposes over and across portion of Section 20, 21 and 22, Township 17 South, Range 65 West of the 6th Principal Meridian, 60 feet in width being 30 feet on each side of the centerline described as follows: Beginning at a point on the west boundary line of Interstate Highway No. 25 said point being 665 feet north and 850 feet west of the southeast corner of said Section 22; thence South 78°37' West 1046.96 feet to a point; thence on a curve to the right whose radius is 100 feet and cord bears North 61°50' West 127.20 feet; thence North 22°17' West 473.37 feet to a point; thence North 5°03' West 745.15 feet to a point; thence North 30°19' West 505.57 feet to a point; thence North 40°09' West 418.28 feet to a point; thence North 71°27' West 5652.40 feet to a point; thence South 76°08' West 2767.23 feet to a point; thence North 82°09' West 691.69 feet to a point; thence North 77°27' West 250.95 feet to a point; thence North 89°32' West 159.70 feet to a point; said point being 15 feet south of the southeast corner of the NW 1/4 NE 1/4 Section 20; thence westerly 2639.9 feet parallel with and 15 feet south of the south boundary line of the NW 1/4 NE 1/4 and NE 1/4 NW 1/4 of Section 20.

Together with the right to construct, reconstruct and maintain the roadway on said easement and to grant to others the right to use said road. Reserving to the grantor, its successors and assigns, the right of ingress and egress over the above roadway.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Handwritten signatures of W. T. Ward, Timothy T. Ward, and William T. Ward III, each followed by a [SEAL] stamp.

STATE OF COLORADO

County of El Paso

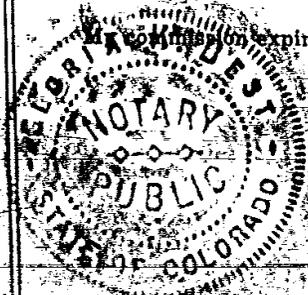
ss.

The foregoing instrument was acknowledged before me this 23rd day of November A. D. 19 65, by W. T. WARD, TIMOTHY T. WARD, and WILLIAM T. WARD III

My commission expires June 16, 1968

Witness my hand and official seal,

Handwritten signature of Glorv K. Best, Notary Public.



Resolution No. 04-276

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Howells moved adoption of the following Resolution:

WHEREAS, the Board of County Commissioners has determined the need to create a local improvement district and to construct certain improvements therein; and

WHEREAS, the purpose for the formation of the District is to provide for the hot bituminous asphalt paving of the roads shown and listed on the map attached as Exhibit B. The road improvements are needed to provide a suitable road for a public school that the Hanover School District proposes to construct in the Rancho Colorado area; and

WHEREAS, the County will have the improvements constructed within platted rights-of-way as defined in the recorded plats of the underlying subdivisions. The improvements will consist of paving two-lane aggregate roads with 24 feet of asphalt. When completed, the County will accept regular maintenance responsibility for the improved roads, similar to the maintenance provided other paved roads in the County, thereafter that in some instances the County may make the improvements in other locations; and

WHEREAS, in accordance with Section 30-20-603(2), Colorado Revised Statutes, 1973, as amended, the Board of County Commissioners may declare by resolution a local improvement district and order authorized improvements; and

WHEREAS, the Board of County Commissioners shall consider all protests and objections that may be made in connection with the proposed improvements, before ordering the construction thereof; and

WHEREAS, the County Engineer has caused to be prepared and filed preliminary plans, specifications, estimate of cost, maps and schedules for the proposed improvements; and

WHEREAS, in accordance with Title 30, Article 20, Part 6, it is necessary that a preliminary order be made, adopting preliminary plans and specifications, describing the materials to be used, determining the number of installments and time in which the cost of the improvements shall be payable, the anticipated rate of interest to be paid on unpaid or deferred installments, the property to be assessed for the cost of the improvements, estimated cost and schedule showing the approximate amounts to be assessed on the lots and parcels of property within the district; and

WHEREAS, this resolution shall constitute the preliminary order required by law;

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of El Paso County, Colorado, that:

1. The Board of County Commissioners of El Paso County does hereby declare its intention to create a local improvement district within the county, for the construction and installation of the improvements more particularly described in this resolution.
2. The Engineer's reports, together with the preliminary details, specifications, estimates of cost, maps and schedules prepared and filed with the County Clerk and Recorder be, and the same are hereby approved and adopted by the Board of County Commissioners, for use in the construction of the improvements to be made in the proposed improvement district.
3. The costs to construct the Improvements, including the County's actual costs for forming the District and the 1.5% fee that Colorado law authorizes the Treasurer to collect for administering the installment payments, are estimated to be \$150,000. The County will contract for the work to be performed, will supervise the contractor, will inspect the work, and will pay the bills.
4. The County will recover the costs, for the Improvements described in #3, by imposing an assessment on the properties within the boundaries of the District. The amount of assessment will be the same for each individually platted lot within the District. The County cannot place an assessment on properties that are exempt from real property taxes. A property owner can pay the assessment in full or in ten equal annual payments paid in the same manner and at the same time as other property taxes are paid. The County will not charge interest on any payment that is paid when due according to Colorado law. During this ten-year period, the parcel owners will receive notice of the amount of the annual assessment on their real property tax bill that comes in the mail every January. The first installment will become payable with the tax bill sent in January 2005. Colorado law requires the County to charge interest on any annual installment of the assessment that is not paid when due. When the assessment on any individual parcel is paid in full, there will no longer be an assessment on that parcel, and the removal of the assessment will occur without the need for any action by the owner of the parcel.
5. Each parcel will be assessed an equal share of the \$150,000 estimated cost of construction. There are 506 parcels within the boundaries of the district described in Exhibit A and depicted on the map in Exhibit B. Therefore, each parcel will be responsible for a total estimated assessment of \$296.44, or

\$29.64 per year, for the ten years. The annual tax bill will also allow the parcel owner to pay the annual installment in two payments of \$14.82.

6. The amounts stated in this Resolution are only estimated amounts. The County cannot determine the actual amounts until the construction of the improvements is completed. Upon completion, the County will notify the parcel owners, as required by Colorado law, of the final amount of the assessment and of the date, time and place for the second and final public hearing required for the District by publishing notice in a newspaper of general circulation in El Paso County. In addition, the County will send notice to the parcel owners by regular United States Postal Service mail, first class, postage paid, to the last known address of the parcel owner, as shown by the records of the Office of the El Paso County Assessor.
7. The County Clerk shall give notice of the hearing on the construction of the improvements by publication in one issue of *The El Paso County Advertiser and News*, a newspaper of general circulation in the County, the publication to be not less than thirty (30) days prior to the date of hearing. In addition, the notice, being a brief written synopsis of the proposed improvements pursuant to Section 30-20-603(2)(b), C.R.S. 1973, shall be delivered or mailed by first-class mail to each property owner to be assessed for the cost of the improvements who is included within the proposed district. The delivered or mail notice shall be made not less than ten (10) days before the hearing. Said Notice shall be in substantially the following form:

NOTICE OF A PROPOSAL TO CREATE A LOCAL IMPROVEMENT DISTRICT DESIGNATED "COUNTY OF EL PASO, COLORADO, RANCHO COLORADO #2 LOCAL IMPROVEMENT DISTRICT" TO CONSTRUCT CERTAIN PAVING AND OTHER IMPROVEMENTS THEREIN, AND TO LEVY SPECIAL ASSESSMENTS THEREFORE, AND OF A HEARING THEREON.

NOTICE IS HEREBY GIVEN to the owners of property within the proposed County of El Paso, Colorado, Rancho Colorado #2 Local Improvement District (respectively, the "County" and the "District"), and to all interested parties that:

All owners of real estate and property hereinafter described and all persons generally are hereby notified that the County of El Paso, Colorado, upon initiation by Resolution No. 04-276 of the Board of County Commissioners of the County of El Paso has declared its intention to create a proposed local improvement district within the boundaries of the County of El Paso, Colorado, to be known as Rancho Colorado #2 Local Improvement District.

The Board of County Commissioners (the "Board") has fixed August 12, 2004 at 9:00 a.m., at the County Office Building, 27 E. Vermijo, Colorado Springs, Colorado, as the time and place upon which a hearing shall be held, at which the owners of any real estate to be assessed or any other interested person may appear before the Board and to be heard as to the propriety and advisability of acquiring the paving and other improvements. Written petitions, complaints, remonstrances, or objections concerning the District or the proposed improvements may be filed with the County Clerk prior to the hearing or may be made verbally at the hearing by the owner of any real estate to be assessed or by any interested person. All complaints and objections made in writing concerning the proposed improvements by the owners of any real estate to be assessed will be heard and determined by the Board before the final action is taken thereon.

The nature and location of the improvements proposed are as follows:

STREET DESCRIPTION AND NATURE OF IMPROVEMENTS

Except as shown on the preliminary plans and specifications now on file in the office of the County Clerk and the office of the County Engineer, the character of the paving, water, sewer and other improvements to be assessed against the several lots, tracts or parcels of property within the District shall be more particularly as follows:

A PARCEL OF LAND SITUATED: PEACEPIPE HEIGHTS, FROM MIDWAY RANCH RD. WEST TO BOCA RATON HEIGHTS; BOCA RATON HEIGHTS FROM PEACEPIPE HEIGHTS SOUTH TO INDIAN VILLAGE HEIGHTS, EL PASO COUNTY, COLORADO MORE FULLY DESCRIBED IN THE ATTACHED (EXHIBIT A) AND SHOWN ON THE MAP (EXHIBIT B).

At the above-stated time fixed for hearing any and all owners of real estate or other persons interested in such improvements may, by specific and written petitions, remonstrances, complaints, protests, or objections present their views in respect to the proposed paving and other improvements to the Board of County Commissioners or they may present them orally and the Board may adjourn the hearing from time to time. After the hearing has been concluded, after all written complaints, remonstrances, and objections have been read and duly considered, and after all persons desiring to be heard in person have been heard, the Board shall consider the arguments, if any, and any other relevant material put forth. Thereafter, if the Board shall determine that it is not in the public interest that the proposed improvements, or part thereof, be made, the Board shall make an order by resolution to that effect and thereupon the proceedings for the improvements or the part thereof, determined against such order, shall stop and shall not be begun until the adoption of a new resolution.

After such hearing the Board has considered all complaints and protests, if any, and after the Board has determined to proceed with said District, the Board, if there be modification, by resolution shall direct the Engineer to prepare and present to the Board a revised and detailed estimate of the total cost, in full, and detailed plans and specifications.

When an accurate estimate of cost and full detailed plans and specifications are prepared and are satisfactory to the Board, it shall adopt a resolution ordering said improvements.

Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings and instruments taken, adopted, or made prior to the date of the hearing shall be deemed waived unless presented in writing on specific grounds at the time and in the manner therein specified.

The preliminary plans and specifications, the schedule of assessments (including the preliminary assessment roll), the preliminary estimate of the total cost, the description of the several lots, tracts or parcels to be assessed, and all proceedings in the premises are on file and can be seen and examined at the office of the County Clerk and the County Engineer during business hours, at any time, by any person so interested.

The District is to contain the real property described as shown on Exhibit A attached hereto and incorporated herein by reference.

By order of the Board of County Commissioners of the County of El Paso, Colorado.

Dated at Colorado Springs, Colorado, this ____ day of _____, 2004.

8. All resolutions, or parts thereof, in conflict with the provisions hereof, be and the same are hereby repealed.
9. This Resolution, immediately upon its adoption, shall be recorded in the Book of Resolutions of the County kept for that purpose and shall be authenticated by the signatures of the Chairman of the Board of County Commissioners and the Clerk and Recorder of El Paso County.

Done this 1st day of July 2004, at Colorado Springs, Colorado.



THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: [Signature]
Chairman

Commissioner Williams seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Williams	aye
Commissioner Huffman	absent
Commissioner Bensberg	aye
Commissioner Howells	aye
Commissioner Brown	aye

The Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

EXHIBIT A

The Legal Description of the proposed Rancho Colorado Local Improvement District #2 is set forth as follows:

A PARCEL OF LAND SITUATED IN SECTIONS 19, 20, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34, AND 35, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO MORE FULLY DESCRIBED AS FOLLOWS:

1. **BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31;**
2. THENCE, ALONG THE WEST LINE OF SAID SECTION 31, NORTH $01^{\circ}04'31''$ EAST, A DISTANCE OF 5348.83 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31;
3. THENCE, ALONG THE WEST LINE OF SAID SECTION 30, NORTH $01^{\circ}04'35''$ EAST, A DISTANCE OF 5348.83 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30;
4. THENCE, ALONG THE WEST LINE OF SAID SECTION 19, NORTH $01^{\circ}04'32''$ EAST, A DISTANCE OF 3743.83 FEET TO THE NORTHWEST CORNER OF LOT 21 INDIAN VILLAGE FILING NUMBER ONE;
5. THENCE SOUTH $64^{\circ}50'28''$ EAST A DISTANCE OF 815.86 FEET;
6. THENCE SOUTH $53^{\circ}51'55''$ EAST A DISTANCE OF 624.84 FEET;
7. THENCE SOUTH $77^{\circ}57'50''$ EAST A DISTANCE OF 116.62 FEET;
8. THENCE SOUTH $69^{\circ}23'32''$ EAST A DISTANCE OF 503.53 FEET;
9. THENCE SOUTH $51^{\circ}30'34''$ WEST A DISTANCE OF 356.09 FEET;
10. THENCE SOUTH $04^{\circ}57'33''$ WEST A DISTANCE OF 491.10 FEET;
11. THENCE ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $16^{\circ}06'56''$, A RADIUS OF 355.53 FEET, AN ARC LENGTH OF 100.00 FEET, A CHORD BEARING OF NORTH $84^{\circ}24'25''$ EAST, AND A CHORD LENGTH OF 99.67 FEET;
12. THENCE NORTH $03^{\circ}28'02''$ EAST A DISTANCE OF 381.98 FEET;
13. THENCE NORTH $50^{\circ}54'22''$ EAST A DISTANCE OF 412.31 FEET;
14. THENCE SOUTH $46^{\circ}32'53''$ EAST A DISTANCE OF 523.45 FEET;
15. THENCE SOUTH $53^{\circ}23'35''$ EAST A DISTANCE OF 436.01 FEET;
16. THENCE SOUTH $28^{\circ}04'21''$ WEST A DISTANCE OF 340.00 FEET;
17. THENCE SOUTH $59^{\circ}02'10''$ EAST A DISTANCE OF 58.31 FEET;
18. THENCE NORTH $71^{\circ}33'54''$ EAST A DISTANCE OF 252.98 FEET;
19. THENCE SOUTH $60^{\circ}18'18''$ EAST A DISTANCE OF 80.62 FEET;
20. THENCE SOUTH $37^{\circ}24'19''$ WEST A DISTANCE OF 214.01 FEET;
21. THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 56.57 FEET;
22. THENCE NORTH $48^{\circ}00'46''$ EAST A DISTANCE OF 269.07 FEET;
23. THENCE SOUTH $34^{\circ}41'42''$ EAST A DISTANCE OF 158.11 FEET;
24. THENCE SOUTH $41^{\circ}49'13''$ WEST A DISTANCE OF 254.95 FEET;

25. THENCE SOUTH $84^{\circ}17'20''$ WEST A DISTANCE OF 260.58 FEET;
26. THENCE SOUTH $18^{\circ}00'00''$ EAST A DISTANCE OF 53.78 FEET;
27. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $32^{\circ}23'25''$, A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 265.70 FEET;
28. THENCE NORTH $39^{\circ}36'33''$ EAST A DISTANCE OF 290.67 FEET;
29. THENCE NORTH $60^{\circ}38'32''$ EAST A DISTANCE OF 367.15 FEET;
30. THENCE SOUTH $66^{\circ}48'05''$ EAST A DISTANCE OF 76.16 FEET;
31. THENCE SOUTH $37^{\circ}34'07''$ WEST A DISTANCE OF 164.01 FEET;
32. THENCE SOUTH $63^{\circ}26'06''$ EAST A DISTANCE OF 223.61 FEET;
33. THENCE NORTH $26^{\circ}33'54''$ EAST A DISTANCE OF 178.89 FEET;
34. THENCE SOUTH $39^{\circ}48'20''$ EAST A DISTANCE OF 468.62 FEET;
35. THENCE SOUTH $30^{\circ}15'23''$ WEST A DISTANCE OF 138.92 FEET;
36. THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 84.85 FEET;
37. THENCE NORTH $59^{\circ}44'37''$ EAST A DISTANCE OF 277.85 FEET;
38. THENCE SOUTH $86^{\circ}43'12''$ EAST A DISTANCE OF 533.07 FEET;
39. THENCE ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $8^{\circ}59'47''$, A RADIUS OF 875.00 FEET, AN ARC LENGTH OF 137.39 FEET, A CHORD BEARING OF NORTH $13^{\circ}38'02''$ EAST, AND A CHORD LENGTH OF 137.25 FEET;
40. THENCE SOUTH $80^{\circ}51'52''$ EAST A DISTANCE OF 522.07 FEET;
41. THENCE SOUTH $20^{\circ}08'18''$ EAST A DISTANCE OF 673.43 FEET;
42. THENCE NORTH $67^{\circ}00'00''$ EAST A DISTANCE OF 70.00 FEET;
43. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $68^{\circ}00'00''$, A RADIUS OF 670.00 FEET, AND AN ARC LENGTH OF 795.21 FEET;
44. THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 877.85 FEET;
45. THENCE SOUTH $45^{\circ}00'00''$ WEST A DISTANCE OF 213.03 FEET;
46. THENCE SOUTH $41^{\circ}00'00''$ EAST A DISTANCE OF 610.93 FEET;
47. THENCE SOUTH $49^{\circ}00'00''$ WEST A DISTANCE OF 1430.00 FEET;
48. THENCE SOUTH $41^{\circ}00'00''$ EAST A DISTANCE OF 210.00 FEET;
49. THENCE NORTH $49^{\circ}00'00''$ EAST A DISTANCE OF 1789.44 FEET;
50. THENCE SOUTH $41^{\circ}01'34''$ EAST A DISTANCE OF 2222.98 FEET;
51. THENCE SOUTH $00^{\circ}48'39''$ WEST A DISTANCE OF 189.10 FEET;
52. THENCE SOUTH $89^{\circ}51'10''$ WEST A DISTANCE OF 1323.88 FEET;
53. THENCE SOUTH $00^{\circ}55'05''$ WEST A DISTANCE OF 1316.40 FEET;
54. THENCE NORTH $89^{\circ}57'57''$ EAST A DISTANCE OF 1326.13 FEET;
55. THENCE SOUTH $00^{\circ}48'44''$ WEST A DISTANCE OF 1319.20 FEET;
56. THENCE SOUTH $89^{\circ}54'45''$ EAST A DISTANCE OF 1328.53 FEET;
57. THENCE NORTH $00^{\circ}43'12''$ EAST A DISTANCE OF 2008.42 FEET;
58. THENCE NORTH $87^{\circ}23'51''$ EAST A DISTANCE OF 1389.57 FEET;
59. THENCE NORTH $71^{\circ}55'12''$ EAST A DISTANCE OF 1841.57 FEET;
60. THENCE SOUTH $36^{\circ}20'20''$ EAST A DISTANCE OF 1105.66 FEET;
61. THENCE SOUTH $78^{\circ}29'24''$ EAST A DISTANCE OF 2564.69 FEET;

62. THENCE ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $19^{\circ}00'00''$, A RADIUS OF 2000.21 FEET, AN ARC LENGTH OF 663.29 FEET, A CHORD BEARING OF NORTH $82^{\circ}30'00''$ EAST, AND A CHORD LENGTH OF 660.26 FEET;
63. THENCE NORTH $00^{\circ}36'47''$ WEST A DISTANCE OF 1298.18 FEET;
64. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $32^{\circ}29'10''$, A RADIUS OF 969.35 FEET, AND AN ARC LENGTH OF 549.61 FEET;
65. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $44^{\circ}51'11''$, A RADIUS OF 1366.00 FEET, AND AN ARC LENGTH OF 1069.35 FEET;
66. THENCE NORTH $11^{\circ}45'15''$ EAST A DISTANCE OF 61.04 FEET;
67. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $50^{\circ}02'37''$, A RADIUS OF 1366.00 FEET, AND AN ARC LENGTH OF 1193.10 FEET;
68. THENCE NORTH $61^{\circ}47'52''$ EAST A DISTANCE OF 84.48 FEET;
69. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $52^{\circ}17'35''$, A RADIUS OF 1034.00 FEET, AND AN ARC LENGTH OF 943.72 FEET;
70. THENCE NORTH $09^{\circ}30'17''$ EAST A DISTANCE OF 484.52 FEET;
71. THENCE SOUTH $80^{\circ}29'43''$ EAST A DISTANCE OF 332.00 FEET;
72. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $27^{\circ}34'30''$, A RADIUS OF 1334.00 FEET, AND AN ARC LENGTH OF 642.02 FEET;
73. THENCE NORTH $71^{\circ}55'47''$ EAST A DISTANCE OF 668.76 FEET;
74. THENCE SOUTH $04^{\circ}02'13''$ EAST A DISTANCE OF 69.99 FEET;
75. THENCE SOUTH $18^{\circ}04'13''$ EAST A DISTANCE OF 200.00 FEET;
76. THENCE SOUTH $32^{\circ}06'13''$ EAST A DISTANCE OF 66.07 FEET;
77. THENCE SOUTH $71^{\circ}55'47''$ WEST A DISTANCE OF 667.81 FEET;
78. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $27^{\circ}34'30''$, A RADIUS OF 1666.00 FEET, AND AN ARC LENGTH OF 801.80 FEET;
79. THENCE SOUTH $09^{\circ}30'17''$ WEST A DISTANCE OF 152.52 FEET;
80. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $52^{\circ}17'35''$, A RADIUS OF 1366.00 FEET, AND AN ARC LENGTH OF 1246.73 FEET;
81. THENCE SOUTH $61^{\circ}47'52''$ WEST A DISTANCE OF 84.48 FEET;
82. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $50^{\circ}02'37''$, A RADIUS OF 1034.00 FEET, AND AN ARC LENGTH OF 903.12 FEET;
83. THENCE SOUTH $11^{\circ}45'15''$ WEST A DISTANCE OF 61.04 FEET;
84. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $44^{\circ}51'11''$, A RADIUS OF 1034.00 FEET, AND AN ARC LENGTH OF 809.45 FEET;

85. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $32^{\circ}29'10''$, A RADIUS OF 1301.35 FEET, AND AN ARC LENGTH OF 737.85 FEET;
86. THENCE SOUTH $00^{\circ}36'47''$ EAST A DISTANCE OF 1324.44 FEET;
87. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $02^{\circ}36'47''$, A RADIUS OF 1366.00 FEET, AND AN ARC LENGTH OF 62.30 FEET;
88. THENCE SOUTH $02^{\circ}00'00''$ WEST A DISTANCE OF 22.63 FEET;
89. THENCE SOUTH $88^{\circ}00'00''$ EAST A DISTANCE OF 159.31 FEET;
90. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $12^{\circ}00'00''$, A RADIUS OF 1070.00 FEET, AND AN ARC LENGTH OF 224.10 FEET;
91. THENCE SOUTH $76^{\circ}00'00''$ EAST A DISTANCE OF 359.98 FEET;
92. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $04^{\circ}00'00''$, A RADIUS OF 930.00 FEET, AND AN ARC LENGTH OF 64.93 FEET;
93. THENCE SOUTH $80^{\circ}00'00''$ EAST A DISTANCE OF 2585.08 FEET;
94. THENCE SOUTH $10^{\circ}00'00''$ WEST A DISTANCE OF 393.60 FEET;
95. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $31^{\circ}00'00''$, A RADIUS OF 540.00 FEET, AND AN ARC LENGTH OF 292.17 FEET;
96. THENCE SOUTH $21^{\circ}00'00''$ EAST A DISTANCE OF 22.67 FEET;
97. THENCE NORTH $69^{\circ}00'00''$ EAST A DISTANCE OF 117.36 FEET;
98. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $52^{\circ}00'00''$, A RADIUS OF 640.00 FEET, AND AN ARC LENGTH OF 580.85 FEET;
99. THENCE SOUTH $59^{\circ}00'00''$ EAST A DISTANCE OF 606.60 FEET;
100. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $37^{\circ}00'00''$, A RADIUS OF 640.00 FEET, AND AN ARC LENGTH OF 413.29 FEET;
101. THENCE SOUTH $22^{\circ}00'00''$ EAST A DISTANCE OF 250.00 FEET;
102. THENCE NORTH $68^{\circ}00'00''$ EAST A DISTANCE OF 240.23 FEET;
103. THENCE, ALONG THE WESTERLY RIGHT OF WAY OF INTERSTATE 25, SOUTH $20^{\circ}46'13''$ EAST A DISTANCE OF 4951.37 FEET;
104. THENCE, ALONG THE SOUTH LINE OF SECTION 35 T17S R65W, NORTH $88^{\circ}19'13''$ WEST A DISTANCE OF 3673.04 FEET;
105. THENCE, ALONG THE SOUTH LINE OF SECTION 34 T17S R65W, NORTH $89^{\circ}00'52''$ WEST A DISTANCE OF 5293.98 FEET;
106. THENCE, ALONG THE SOUTH LINE OF SECTION 33 T17S R65W, NORTH $89^{\circ}52'50''$ WEST A DISTANCE OF 5298.19 FEET;
107. THENCE, ALONG THE SOUTH LINE OF SECTION 32 T17S R65W, NORTH $89^{\circ}52'46''$ WEST A DISTANCE OF 5298.20 FEET;
108. THENCE, ALONG THE SOUTH LINE OF SECTION 31 T17S R65W, SOUTH $87^{\circ}57'46''$ WEST A DISTANCE OF 5100.04 FEET TO THE **POINT OF BEGINNING.**

TO INCLUDE: EL PASO COUNTY ASSESOR'S PARCEL NUMBER 5735000002 DESCRIBED AS: THAT UNPLATTED TRACT LYING NORTHERLY OF VILLA CASITAS FILING No. 3 AND WESTERLY OF INTERSTATE HIGHWAY 25 IN SECTION 35 T17S R65W

THE PRECEEDING DESCRIPTIONS OF LAND CONTAIN 198,497,257 SQUARE FEET OR 4,556.87 ACRES.

BEARINGS AND DISTANCES FOR THIS LEGAL DESCRIPTION ARE BASED ON THE FOLLOWING PLATS, INDIAN VILLAGE FILINGS 1,2,3, VILLA CASITAS FILINGS 1,2,3, VALEROSA VILLAGE, VALEROSA VILLAGE FILING 2, MIDWAY RANCHES FILING 7, FRONTIER VILLAGE FILING 1, AND EL PASO COUNTY ASSESSOR'S PARCEL NUMBERS 5735000001 AND 5735000002.

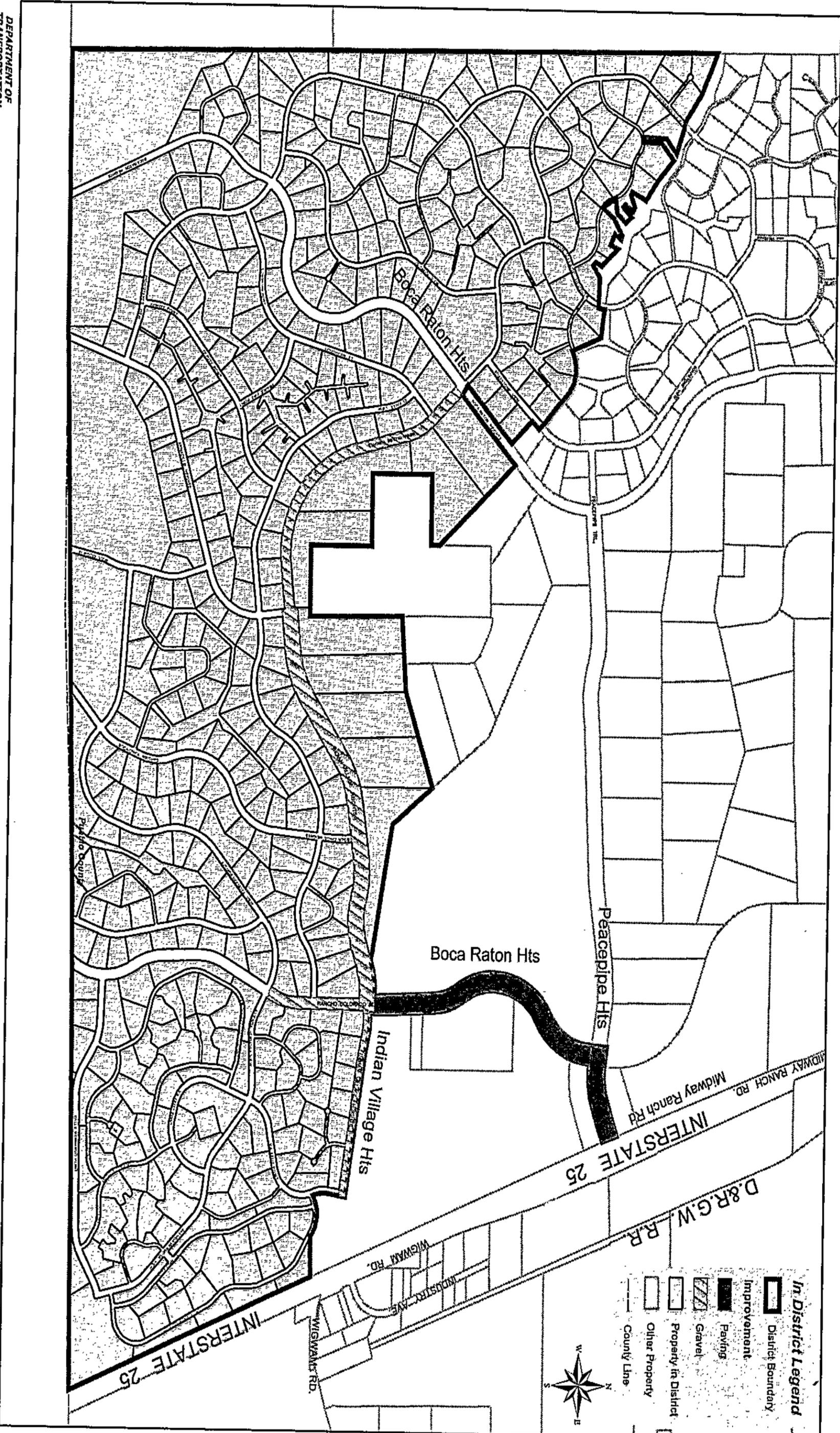


EXHIBIT B

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Received at 10:30 o'clock A.M. on AUG. 20, 1964

BOOK 2030 PAGE 235

Reception No. 363154 HARRIET BEALS
CONSENT TO EASEMENT

DATE July 10, 1964
Pearl J. McCandlish and Helen D. Conover

for a valuable consideration the receipt of which is acknowledged, hereby consents to the terms and provisions of a certain easement executed by Ward Ranches, Inc.

on May 19, 1964

TO PUBLIC SERVICE COMPANY OF COLORADO for a right-of-way described as follows: An easement for roadway purposes over and across portion of Section 20, 21 and 22, Township 17 South, Range 65 West of the 6th Principal Meridian, 30 feet in width being 15 feet on each side of the centerline described as follows: Beginning at a point on the west boundary line of Interstate Highway No. 25 said point being 665 feet north and 850 feet west of the southeast corner of said Section 22; thence South 78° 37' West 1046.96 feet to a point; thence on a curve to the right whose radius is 100 feet and cord bears North 61° 50' West 127.20 feet; thence North 22° 17' West 473.37 feet to a point; thence North 5° 03' West 745.15 feet to a point; thence North 30° 19' West 505.57 feet to a point; thence North 40° 09' West 418.28 feet to a point; thence North 71° 27' West 5652.40 feet to a point; thence South 76° 08' West 2767.23 feet to a point; thence North 82° 09' West 691.69 feet to a point; thence North 77° 27' West 250.95 feet to a point; thence North 89° 32' West 159.70 feet to a point; said point being 15 feet south of the southeast corner of the NW 1/4 Section 20; thence westerly 2639.9 feet parallel with and 15 feet south of the south boundary line of the NW 1/4 and NE 1/4 of Section 20.

without, however, joining in any of the warranties, guarantees or indemnities contained therein.

Pearl J. McCandlish (SEAL)
Helen D. Conover (SEAL)

STATE OF COLORADO,
County of El Paso ss.

The foregoing instrument was acknowledged before me this 10th day of July 1964 by Pearl J. McCandlish and Helen D. Conover



Witness my hand and official seal.
My commission expires August 3, 1964.

By Frances Smith
Notary Public

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it. Statutory Acknowledgment, Colorado Statutes Annotated—Ch. 40, Sec. 107.

Doc # 67549

Received at 8:07 o'clock, M., OCT. 9, 1963

BOOK 1979 PAGE 757

Reception No. 311222 HARRIET BEALS

A. T. & T. CO.
L. L. DEPT.

Lamar-Cheyenne Mountain "A" Cable

APPROVED: *[Signature]*

93860
1-62 4
East of Way Superintendent # 63379

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

FIVE AND 0/100 Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in all of Sec. 20, 21, 27, 28, 30, all that part of Sec. 15 lying West of the D. R. G. R.R., all that part of Sec. 22 lying West of T.Y. Co. SE, the SW¹/₄, SW²/₄ of SE¹/₄, NW¹/₄, N of NE¹/₄, SW¹/₄ of NE¹/₄, all in Sec. 29, all in Twp. 3 S. R. 65 W.,

of 7th P. M., County of El Paso, and State of Colorado,

together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to so clear and to use as required an additional fifteen feet on each side of said strip; and to install gates and stiles in any fences crossing said strip. The Northwest¹/₄ boundary of said one rod strip shall be a line parallel to and _____ feet Northwest of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned, or on adjacent lands. The undersigned for _____ self(s) (yes), _____ heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.



Signed and sealed this 7th day of August, 1963, at 8:07 of Fountain Colo. on P. 25

[Signature]
SECRETARY

Ward Ranches, Inc. (Seal)
By *[Signature]* (Seal)

(Seal)

STATE OF COLORADO }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Witness my hand and official seal.

Notary Public

My commission expires _____

STATE OF COLORADO }
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 7th day of August, 1963, by W.P. Ward President of Ward Ranches Inc.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires Sept 24, 1966

Paid in cash. See field draft No. K 37582

No. 242761

By _____ DEPUTY.

This Deed, Made this 13th day of December in the year of our Lord
one thousand nine hundred and fifty-one between L. A. McCANDLISH

of the County of El Paso and State of Colorado, of the first part,
and W. T. WARD

of the County of Knox, and State of TEXAS, of the second part:

Witnesseth, That the said party _____ of the first part, for and in consideration of the sum of
TEN DOLLARS and other good and valuable considerations - - - ~~DOLLARS~~
to the said party _____ of the first part in hand paid by the said party _____ of the second part, the receipt
whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by
these presents does grant, bargain, sell, convey and confirm unto the said party _____ of the second
part, his heirs and assigns forever, all the following described lot or parcel of land,

situate, lying and being in the County of El Paso, and State of Colorado, to-wit:
All of Section 7; the South half of Section 8; the South half of the
North half of Section 8; the Northwest quarter of the Northwest quarter
of Section 8; all that part of the South half of Section 9 lying West of
the Denver and Rio Grande Railroad right of way, except road; the South
half of the Northwest quarter of Section 9; all that part of the South
half of the Northeast quarter of Section 9 lying West of the Denver and
Rio Grande Railroad right of way, except road; all that part of the South
half of Section 10 lying West of the Denver and Rio Grande Railroad
right of way, except road; all that portion of Section 15 lying West of
the Denver and Rio Grande Railroad right of way, except road; all of
Section 17; all of Section 18; all of Section 19; all of Section 20; all
of Section 21; all that part of Section 22 lying West of U. S. Highway
No. 85; all that part of Section 23 lying West of U. S. Highway No. 85;
all that part of the Northwest quarter of the Northwest quarter of
Section 26 lying West of U. S. Highway No. 85; the North half of the
North half of Section 27; the North half of the North half of Section 28;
the Northwest quarter of Section 29; the North half of the Northeast
quarter of Section 29; the Southwest quarter of the Northeast quarter of
Section 29 and the North half of Section 30, all in Township 17 South,
Range 65 West of the 6th Principal Meridian, in El Paso County, Colorado,
reserving, however, to L. A. McCandlish, the party of the first part,
his heirs, executors, administrators and assigns, for a period of fifty
years and so much longer thereafter as any oil, gas, coal, and any other
minerals are, or can be produced or mined from the above described real
property or any part thereof, an undivided one-half interest in all oil,
coal, gas, and all other minerals and mineral rights in or under said
real property or any part thereof, and reserving further to L. A.
McCandlish, his heirs, executors, administrators and assigns the right
of ingress, egress, and regress and the right to the use of so much of
the surface of said above described real property as may be necessary,
convenient or desirable to properly explore for, develop, work and remove
any oil, gas, coal and any and all other minerals in or under any part
of the above described real property; and excepting and subject to all
rights of way or easements for railroads, roads, telephone and telegraph
lines and poles, ditches and reservoirs, and all other rights of way and
easements affecting in any way any part of said premises; and excepting
further and subject to all exceptions or reservations of oil, gas, coal
and any and all other minerals or mineral rights or mineral leases now
affecting any part of the above described real property, and further
excepting and subject to all reservations of any rights of ingress,
egress, or regress now appearing of record or any rights used in
connection of any such rights reserved; and further excepting and subject
to all mineral rights conveyed in a certain deed between the Colorado
National Bank and Henry Esser which conveyed to Henry Esser an undivided
one-half interest in and to all minerals, including all oil and gas
located upon said premises for a period of ten years from March 1, 1925

CERT. FEE \$ 2.70 CPE

and so much longer as oil and gas or other minerals may be found on said premises and which deed affects Sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 and other property; and excepting further all rights conveyed by L. A. McCandlish by quit claim deed recorded November 29, 1940 in Book 978, at Page 461, of the records of El Paso County, Colorado; and excepting any and all other reservations, restrictions, conditions and agreements now of record affecting said property; and excepting and subject to that certain agreement between L. A. McCandlish and O. L. Jamison dated December 7, 1946 and recorded April 28, 1947 in Book 1020, at Page 385 of the records of El Paso County, Colorado; together with whatever right, title or interest grantor has in any water and water rights and ditches, and ditch rights now used in the irrigation of said property.

Together With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold The said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said L. A. McCandlish party of the first part, for his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind nature soever; except taxes for the year 1951 and subsequent taxes.

and the above bargained premises, in the quiet and peaceable possession of the said part y
of the second part, his heirs and assigns, against all and every person or persons lawfully
claiming or to claim the whole or any part thereof, the said part y of the first part shall and will
Warrant and Forever Defend.

In Witness Whereof, The said party of the first part has hereunto set his hand
and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

L. A. McCandlish Seal
Seal
Seal
Seal

STATE OF COLORADO,

County of El Paso

ss.

The foregoing instrument was

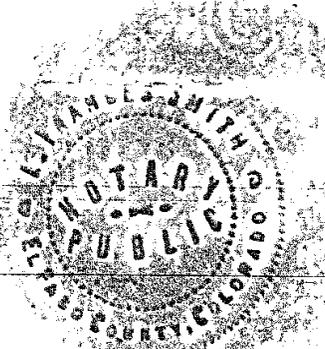
acknowledged before me this 16th day of ~~December~~ January

⁵³
~~1953~~, by* L. A. McCandlish

Witness my hand and official seal.

My commission expires August 8, 1956.

L. Francis Smith
Notary Public.



*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

Received at 2:02 p.m. AUG 15 1961
Reception No. 2019676

QUIT CLAIM DEED

THIS DEED, Made this 7th day of August in the year of our Lord One Thousand Nine Hundred and Sixty-one between PEARL J. McCANDLISH, of the County of El Paso and State of Colorado, of the first part, and HELEN DOLORES CONOVER, of the County of El Paso and State of Colorado, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT-CLAIMED, and by these presents does remise, release, sell convey, and QUIT-CLAIM unto the said party of the second part, her heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the oil, gas and other minerals and mineral rights in and under and that may be produced from the following-described property situate, lying and being in the County of El Paso and State of Colorado, to-wit:

South half of Southwest quarter (S 1/2 SW 1/4) of Section 15; East half (E 1/2), East half of Southwest quarter (E 1/2 SW 1/4) of Section 20; South half (S 1/2), Northeast quarter (NE 1/4), South half of Northwest quarter (S 1/2 NW 1/4) of Section 21; West half of West half (W 1/2 W 1/2), Northeast quarter of Northwest quarter (NE 1/4 NW 1/4) of Section 22; all of Section 27; North half (N 1/2), North half of Southeast quarter (N 1/2 SE 1/4) of Section 28; Northeast quarter of Northwest quarter (NE 1/4 NW 1/4), North half of North half of Northeast quarter (N 1/2 N 1/2 NE 1/4) of Section 34; Township 11 South, Range 63 West of the 6th P. M.

AND

The North half of Section 7; the West half (W 1/2) of the NW 1/4 of Section 8; the S 1/2 of the NW 1/4 SW 1/4, all that part of the S 1/2 of the NE 1/4, and all that part of the SE 1/4 of Section 9 lying West of the Denver and Rio Grande Railroad right of way, except road; all that part of Section 10 lying West of the Denver and Rio Grande Railroad right of way, except road; all that portion of Section 15 lying West of the Denver and Rio Grande Railroad right of way except road; the S 1/2 of the SW 1/4 of Section 17; all of Section 18; all of Section 19, all of Section 20, all of Section 21; all that part of Section 22 lying West of U. S. Highway No. 85; all that part of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section 26 lying West of U. S. Highway No. 85; the N 1/2 of the N 1/2 of Section 27; the N 1/2 of the N 1/2 of Section 28; the NW 1/4 of Section 29; the N 1/2 of the NE 1/4 of Section 29; the SW 1/4 of the NE 1/4 of Section 29 and the N 1/2 of Section 30, all in Township 17 South, Range 65 West of the Sixth Principal Meridian.

The consideration for this deed is less than One Hundred Dollars (\$100.00).

CERT. FEE \$ None OPE

thereof, the said party of the first part shall and will warrant and forever defend.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Presence of Merle H. Timmins (SEAL)
(SEAL)
(SEAL)

I.R. Stamps
#27.50
Cancelled.

STATE OF COLORADO,)
County of El Paso,) ss.

The foregoing instrument was acknowledged before me this 8th day of September 1942, by Merle H. Timmins

Witness my hand and official seal
My commission expires March 11, 1944

John J. May
Notary Public

No. 672031)
Warranty Deed)
W. N. Hemenway)
to)
Jack Hanthorn et al)
Filed for Record 2:47 P. M.)
September 11, 1942)
Charles Ozias, Recorder)

Know All Men By These Presents, That I, W. N. Hemenway of the County of El Paso and State of Colorado for the consideration of One dollar and other good and valuable consideration in hand paid, hereby sell and convey to Jack Hanthorn and Cecelia N. Hanthorn, not as tenants in common but as joint tenants, with full right of survivorship of the County of El Paso and the State of Colorado, the following real property situate in the County of

El Paso and State of Colorado, to-wit:

Lots 16 and 17 in Block 25 in Parrish's Addition to the City of Colorado Springs

I.R. Stamps
#3.50
Cancelled.

with all its appurtenances and warrant the title to the same except taxes for the year 1939 and subsequent years, and except covenants and conditions contained in the instrument by which I took title, and except a certain easment granted to the City of Colorado Springs by instrument recorded in Book 968 at Page 160 of the records in the office of the County Clerk and Recorder of said county.

Signed and Delivered this 10th day of September, A. D. 1942.
IN THE PRESENCE OF

STATUTORY ACKNOWLEDGMENT

W. N. Hemenway

STATE OF COLORADO,) ss.
County of El Paso,)

The foregoing instrument was acknowledged before me this 10th day of September 1942, by W. N. Hemenway

Witness my hand and official seal.

My commission expires February 7, 1943.

John F. Bennett
Notary Public

00000000

No. 672046)
Warranty Deed)
John E. Stallings et al)
to)
L. A. McCandlish)
Filed for Record 3:03 P. M.)
September 11, 1942)
Charles Ozias, Recorder)

This Deed, Made this tenth day of September in the year of our Lord one thousand nine hundred and forty-two, between John E. Stallings and Neuman Stallings of the County of El Paso and State of Colorado, of the first part, and L. A. McCandlish of the County of El Paso and State of Colorado, of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One dollar and other good, valuable and sufficient consideration, to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

That part of the West half of the southeast quarter of Section 4, lying east of the Denver and Rio Grande Railway right-of-way and of the County road; all of section 7; the South half and South half of the North half and the northwest quarter of the northwest quarter of Section 8; the South half and the South half of the North half, except railway, of Section 9; that part of the South half of Section 10 lying West of the Colorado and Southern Railway and east of the East line of the Atchison, Topeka and Santa Fe Railway, and that part of the southwest quarter of the southwest quarter of Section 13 lying West of the old County Road; all of Section 14, except that portion deeded by L. A. McCandlish to A. R. Levis by Farm Warranty Deed dated July 30, 1940 and duly recorded November 29, 1940, in Book 996, at page 166 of the records of the County Clerk and Recorder of El Paso County, Colorado, and described as follows:

That portion of Section 14 lying and being East of a certain line described as follows, to-wit: beginning at the northwest corner of the East Half of the West Half of said Section 14, and running thence South along the West line of the East half of the West half of said Section 14, a distance of 2,048.7 feet to the approximate center line of Fountain Creek; thence South 20° 02' East 606.5 ft., thence South 48° 26' East 531.6 feet, thence South 50° 01' East 1297.0 feet, thence South 24° 55' East 1055.0 feet, thence South 39° 41' East 636.1 feet, thence South 72° 46' East 198.4 feet, to a point on the South line of aforesaid Section 14, which point is a distance of 1330.5 feet westerly from the southeast corner of said Section 14;

AND EXCEPTING FURTHER all that portion of Section 14 deeded by L. A. McCandlish to A. R. Levis by Quit-Claim Deed dated July 30, 1940, and duly recorded November 29, 1940, in Book 976 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and described as follows:

All that part of the West half of the northwest quarter of Section 14, lying and being East of the approximate center line of the present channel of Fountain Creek, through said premises;

AND, EXCEPTING FURTHER a 1-acre square tract to the northeast corner of the

northwest quarter of the northwest quarter of said Section 14; and excepting further that portion of the northwest quarter of the northwest quarter of said Section 14, to-wit: beginning at the northwest corner of said Section 14, thence South 270 feet, thence at right angles East on a line parallel to the North line of said Section 14 to the West line of said excepted 1-acre tract, thence at right angles North 270 feet to the North boundary line of said Section 14, thence West along said North boundary line to the point of beginning; all of Section 15, except that part of the North half of the Northwest quarter lying West of the center line of the Pueblo-Colorado Springs Highway; also, except 10.31 acres to El Paso County; that part of the North half of the northwest quarter of Section 15, lying West of the old County Road; all of Section 17; all of Section 18; all of Section 19; all of Section 20; all of Section 21; the West half of Section 22; the southeast quarter of Section 22, except railroad; that part of the northeast quarter of Section 22 lying East of the Pueblo-Colorado Springs Road; that part of the West half of the northeast quarter and of the southeast quarter of the northeast quarter of Section 22 lying West of the old County Road; the northwest quarter and the West half of the southwest quarter of Section 23; the northwest quarter of the northwest quarter of Section 26; the northeast quarter of the northeast quarter of Section 27; the North half of the northwest quarter and the northwest quarter of the northeast quarter of Section 28; the northwest quarter and the North half of the northeast quarter of Section 29; the North half of Section 30; all in Township 17 South, Range 65 West of the Sixth Principal Meridian, excepting all rights-of-way for roads, railroads, telephone lines and poles, ditches and reservoirs and all other rights-of-way or easements of record and excepting further all exceptions or reservations of oil, gas, coal and all other mineral rights or mineral leases now of record affecting any part of the above described premises, and further excepting all mineral and mineral rights conveyed in a certain Deed between the Colorado National Bank and Henry Esser, which conveyed to Henry Esser an undivided one-half interest in and to all minerals, including said oil and gas located upon said premises for a period of ten years from March 1, 1925, and so much longer as oil and gas or other minerals may be found on said premises, and which Deed affects Sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 of the above described property, and other property.

AND EXCEPTING FURTHER that certain easement conveyed by L. A. McCandlish to A. R. Lewis by Quit-Claim Deed dated July 30, 1940, recorded November 29, 1940, in Book 978 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and more fully described as follows: A perpetual easement for the Sweet Ditch and tile pipeline constructed in connection therewith; also a perpetual right and easement in and to the southeast quarter of Section 10, Township 17 South, Range 65 West of the Sixth Principal Meridian, lying West of the Colorado and Southern Railway formerly the Denver and New Orleans Railway right-of-way to alter, extend, enlarge, replace, repair and maintain said ditch and tile pipeline, and any other ditch, pipeline, flume or other means of conducting and conveying said waters and any other waters hereafter impounded and developed by the second party thereon, together with the right to develop the flow of water from said lands or waters underlying said land and dig and sink thereon such wells and ditches and pipelines as second party shall be advised; it being further

understood and agreed that any equipment, machinery and pumps placed thereon, whether affixed to said lands or not, shall at all times be and remain the property of the second party and may be removed by second party at any time second party shall see fit.

Together with all ditches and ditch rights-of-way and all rights to and interest in ditches and ditch rights of way and all water and water rights which have been and are used for the irrigation of the above described lands and for the irrigation of any part thereof; excepting, however, all of the water and water rights conveyed by L. A. McCandlish to A. R. Lewis by Quit-Claim Deed dated July 30, 1940, and recorded November 29, 1940, in Book 978 at page 461, of the records of the County Clerk and Recorder of El Paso County, Colorado, and more fully described as follows:

All of the right, title and interest of the first party in and to all underground and percolating waters and springs underlying or arising upon that part of the South half of Section 10, Township 17 South, Range 65 West of the Sixth Principal Meridian lying West of the Colorado and Southern Railway, formerly the Denver and New Orleans Railway right-of-way, and East of the approximate center line of the present channel of Fountain Creek; together with all of the right, title and interest of first party in and to the water and water rights arising by virtue of a certain filing for use of waters under what is known as the "Sweet Ditch", which waters arise from Wells or Railroad Springs located on the said southeast quarter of Section 10 as shown by the plat and statement thereof filed July 12, 1928, File No. 801 in the office of the County Clerk and Recorder of El Paso County, Colorado.

Together With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part; either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, railroads and ditches, or any of them, which include any part of the premises above described except 1942 taxes due and payable in 1943 and except all existing reservations or leases for oil, gas, coal and all other minerals now of record, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully

(Title to the said SE 1/4 and the NE 1/4 of SW 1/4 of Section 28-14-66 was registered under Chapter 139 of the Sessions Laws of 1903 on the 10th day of August, 1905 at 5:30 P. M. and the First Certificate of Title No. 12 was issued to Catherine Landsbury on August 24th, 1905 and is on file in the office of the Clerk and Recorder of El Paso County, Colorado.)

TOGETHER with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch rights of way, and all water and water rights, which have been and are, used for the irrigation of the above described lands, and for the irrigation of any part thereof.

TOGETHER, With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

DO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said O. E. Hemenway, party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensailing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute, and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, railroads, and ditches, or any of them, which include any part of the premises above described and Amortization Mortgage to the Federal Land Bank of Wichita, of Wichita, Kansas, which party of the second part assumes and agrees to pay, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Presence of O. E. Hemenway (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF COLORADO,) ss. El Paso County,)

I, Elsie M. Bassett, a Notary Public in and for said County, in the State aforesaid, do hereby certify that O. E. Hemenway, who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

My commission expires May 18, A. D. 1942. Given under my hand and notarial seal this 26th day of February, A. D. 1942.



Elsie M. Bassett Notary Public.

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THIS DEED, Made this 24th day of February in the Warranty Deed between L. A. McCandlish of the County of El Paso and John E. Stallings, et al. and Neuman Stallings, of the County of El Paso and State of Colorado, of the first part, and John E. Stallings, et al. and Neuman Stallings, of the County of El Paso and State of Colorado, of the second part: Filed for Record 9:58 A. M. of Colorado, of the second part: March 2, 1942 WITNESSETH, That the said party of the first part, Charles Ozias, Recorder for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to the said party

of the first part, in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto the said parties of the second part, their heirs and assigns forever, and in the following proportions, to-wit: to John E. Stallings, an undivided three-fourths interest, and to Neuman Stallings, an undivided one-fourth interest in all of the following described lots or parcels of land, situate, lying, and being in the County of El Paso and State of Colorado, to-wit:

That part of the West Half of the Southeast Quarter of Section 4, lying East of the Denver and Rio Grande Railway right of way and of the County Road; all of Section 7; the South Half and the South Half of the North Half, and the Northwest Quarter of the Northwest Quarter of Section 8; the South Half and the South Half of the North Half except railway of Section 9; that part of the South Half of Section 10, lying West of the Colorado and Southern Railway and east of the East line of the Atchison, Topeka and Santa Fe Railway, and that part of the Southwest Quarter of the Southwest Quarter of Section 10, lying West of the old County Road; all of Section 14, except that portion deeded by L. A. McCandlish to A. R. Levis by Farm Warranty Deed dated July 30, 1940, and duly recorded November 29, 1940 in Book 996 at page 165 of the records of the County Clerk and Recorder of El Paso County, Colorado, and described as follows:

That portion of Section 14, lying and being East of a certain line described as follows: to-wit: Beginning at the Northwest Corner of the East Half of the West Half of said Section 14 and running thence South along the West line of the East Half of the West Half of said Section 14, a distance of 2,045.7 feet to the approximate center line of Fountain Creek; thence South 20° 02' East 606.5 feet, thence South 48° 26' East 531.6 feet, thence South 50° 01' East 1297.0 feet, thence South 24° 55' East 1035.0 feet, thence South 39° 21' East 636.1 feet, thence South 72° 46' East 198.4 feet, to a point on the South line of aforesaid Section 14, which point is a distance of 1330.5 feet Westerly from the Southeast corner of said Section 14; and excepting further all that portion of Section 14 deeded by L. A. McCandlish to A. R. Levis by Quit Claim Deed dated July 30, 1940 and duly recorded November 29, 1940 in Book 978 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and described as follows:

All that part of the West Half of the Northwest Quarter of Section 14, lying and being East of the approximate center line of the present channel of Fountain Creek, through said premises; and excepting further a 1 acre square tract in the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 14; and excepting further that portion of the Northwest Quarter of the Northwest Quarter of said Section 14, to-wit: Beginning at

the Northwest corner of said Section 14; thence South 270 feet, thence at right angles East on a line parallel to the North line of said Section 14 to the West line of said excepted 1 acre tract, thence at right angles North 270 feet to the North boundary line of said Section 14, thence West along said North boundary line to the point of beginning; all of Section 15, except that part of the North Half of the Northwest Quarter lying West of the center line of the Pueblo-Colorado Springs Highway; also, except 10.31 acres to El Paso County; that part of the North Half of the Northwest Quarter of Section 15 lying West of the old County Road; all of Section 17; all of Section 18; all of Section 19; all of Section 20; all of Section 21; the West Half of Section 22; the Southeast Quarter of Section 22, except railroad; that part of the Northeast Quarter of Section 22, lying East of the Pueblo-Colorado Springs Road; that part of the West Half of the Northeast Quarter and of the Southeast Quarter of the Northeast Quarter of Section 22, lying West of the old County Road; the Northwest Quarter and the West Half of the Southwest Quarter of Section 23; the Northwest Quarter of the Northwest Quarter of Section 26; the Northeast Quarter of the Northeast Quarter of Section 27; the North Half of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 28; the Northwest Quarter and the North Half of the Northeast Quarter of Section 29; the North Half of Section 30; all in Township 17 South, Range 65 West of the Sixth Principal Meridian, excepting all rights of way for roads, railroads, telephone lines and poles, ditches and reservoirs, and all other rights of way or easements of record and excepting further all exceptions or reservations of oil, gas, coal and all other mineral rights or mineral leases now of record affecting any part of the above described premises, and further excepting all mineral and mineral rights conveyed in a certain Deed between The Colorado National Bank and Henry Esser, which conveyed to Henry Esser an undivided one-half interest in and to all minerals, including said oil and gas located upon said premises for a period of ten years from March 1, 1925, and so much longer as oil and gas or other minerals may be found on said premises, and which Deed affects Sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 of the above described property and other property.

And excepting further that certain easement conveyed by L. A. McCandlish to A. R. Levis by Quit Claim Deed dated July 30, 1940 recorded November 29, 1940 in Book 978 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and more fully described as follows: a perpetual easement for the Sweet Ditch and tile pipeline constructed in connection therewith; also a perpetual right and easement in and to the Southeast Quarter of Section 10, Township 17 South, Range 65 West of the Sixth Principal Meridian, lying West of the Colorado and Southern Railway formerly the Denver and New Orleans Railway right of way to alter, extend, enlarge, replace, repair and maintain said ditch and tile pipeline, and any other ditch, pipeline, flume, or other means of conducting and conveying said waters and any other waters hereafter impounded and developed by the second party thereon, together with the right to develop the flow of water from said lands or waters underlying said land and dig and sink thereon such wells and ditches and pipelines as second party shall be advised; it being further understood and agreed that any equipment, machinery and pumps placed thereon, whether affixed to said lands or not, shall at all times be and remain the property of the second party and may be removed by second party at any time second party shall see fit.

Together with all ditches and ditch rights of way and all rights to, and interest in ditches and ditch rights of way and all water and water rights which have been and are used for the irrigation of the above described lands and for the irrigation of any part thereof; excepting, however, all of the water and water rights conveyed by L. A. McCandlish to A. R. Levis by Quit Claim Deed dated July 30, 1940 and recorded November 29, 1940 in Book 978 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and more fully described as follows: all of the right, title, and interest of the first party in and to all underground and percolating waters and springs underlying or arising upon that part of the South Half of Section 10, Township 17 South, Range 65 West of the Sixth Principal Meridian lying West of the Colorado and Southern Railway, formerly the Denver and New Orleans Railway right of way, and East of the approximate center line of the present channel of Fountain Creek; together with all of the right, title and interest of first party in and to the water and water rights arising by virtue of a certain filing for use of waters under what is known as the "Sweet Ditch", which waters arise from Wells or Railroad Springs located on the said Southeast Quarter of Section 10 as shown by the plat and statement thereof filed July 12, 1928, File No. 801 in the office of the County Clerk and Recorder of El Paso County, Colorado;

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said L. A. McCandlish, party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain, and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute, and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, railroads, and ditches, or any of them, which include any part of the premises above described, except 1942 taxes due and payable in 1943 and except all existing reservations or leases for oil, gas, coal and all other minerals now of record. And the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, L. A. McCandlish, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in
Presence of

L. A. McCandlish (SEAL)

(SEAL)

(SEAL)

(SEAL)

I, B. Sherry
4/2/40
Clerk

Recorded at 10:52 o'clock A.M. AUG. 20 1964 BOOK 20:30 PAGE 2:30
Reception No. 363149 HARRIET BEALS Recorder.

RECORDER'S STAMP

THIS DEED, Made this 10th day of August in the year of our Lord, one thousand nine hundred and sixty-four between **WARD RANCHES, INC.**

a corporation duly organized and existing under and by virtue of the laws of the State of **Colorado** of the first part, and **PUBLIC SERVICE COMPANY OF COLORADO** a corporation duly organized and existing under and by virtue of the laws of the State of **Colorado** of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of **Ten Dollars (\$10) and other good and valuable considerations** ~~to be paid~~ to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all the following described or parcel of land, situate, lying and being in the County of **El Paso** and State of Colorado, to-wit:

The NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20 in Township 17 South, Range 65 West of the 6th P.M., except the West 145 feet thereof; subject to right-of-way as described in deed recorded in Book 1979 at Page 757 under Reception No. 311222.

Grantor reserves all minerals, mineral estates and mineral interest in and to the property herein conveyed provided, however, this reservation does not include any right to disturb the surface of the property herein conveyed.

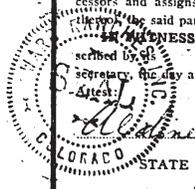
TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, its successors and assigns forever. And the said **Ward Ranches, Inc.**

party of the first part, for itself, its successors and assigns, doth covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the encasing and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever: **except general real estate taxes for 1964 payable in 1965 and subsequent years**

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will **WARRANT AND FOREVER DEFEND.**

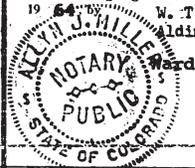
WITNESS WHEREOF, The said party of the first part hath caused its corporate name to be hereunto subscribed by its president, and its corporate seal to be hereunto affixed, attested by its secretary, this day and year first above written.



Aldine Ward Secretary, *Ward Ranches Inc.* By *B. L. Ward* President

STATE OF COLORADO, County of **El Paso** ss.

The foregoing instrument was acknowledged before me this 10th day of August 1964 by **W. T. Ward** as President and **Aldine Ward** as Secretary of



Ward Ranches, Inc. a corporation.

My notarial commission expires Dec. 14, 1964. Witness my hand and official seal, *Allen J. Miller* Notary Public



UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Empire Title of Colorado Springs, LLC

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Bannan, President
Attest: Patricia H. Bauer, Secretary

Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**

Transmittal Information

Date: 10/05/2017
File No: 50373ECS
Property Address: 18573 Boca Raton Heights, Pueblo, CO
Buyer\Borrower: TBD
Seller: United States of America

For changes and updates please contact your Escrow officer(s):

Escrow Officer:
Not Applicable
Empire Title of Colorado Springs, LLC
5755 Mark Dabling Blvd., Ste 110
Colorado Springs, CO 80919
Phone: **719-884-5300**
Fax: **719-884-5304**
E-Mail:

Title Officer:
Patty Wright
Empire Title of Colorado Springs, LLC
c/o ET Production Services, LLC

Escrow Processor:
Not Applicable
E-Mail:
Phone: 719-884-5300

Copies Sent to:

Customer:
Tradewind Energy, Inc.
16105 W. 113th Street
Lenexa, KS 66219
Phone: 913-956-4082 Fax:
Attn: Kris Hanzlicek
DELIVERED VIA: E-MAIL

Buyer:
TBD

Seller:
United States of America

DELIVERED VIA: AGENT

DELIVERED VIA: AGENT

Buyer's Agent:

Seller's Agent:

Buyer's Attorney:

Seller's Attorney:

Lender:

Mortgage Broker:

**Phone: Fax:
Attn:**

**Phone: Fax:
Attn:**

Empire Title of Colorado Springs, LLC
As agent for
Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: **August 23, 2017 at 07:30 am**

2. Policy or Policies to be issued:

A. ALTA 2006 OWNER'S POLICY

Proposed Insured: **TBD**

B. ALTA 2006 LOAN POLICY

Proposed Insured:

<i>To Be Determin. Search Fee End</i>	\$	2,000.00
Total:	\$	2,000.00

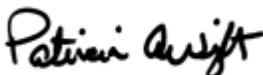
3. The estate or interest in the land described in this Commitment and covered herein is **Fee Simple** and title thereto is at the effective date hereof vested in:
United States of America

4. The land referred to in the Commitment is situate in the county of **El Paso**, State of **Colorado** and is described as follows:

SEE ATTACHED EXHIBIT "A"

For Informational Purposes Only: **18573 Boca Raton Heights, Pueblo, CO**

Countersigned
Empire Title of Colorado Springs, LLC

By: 

Patty Wright

EXHIBIT "A"

The Northeast quarter of the Northwest quarter and the West 145 feet of the Northwest quarter of the Northeast quarter of Section 20, Township 17 South, Range 65 West of the 6th Principal Meridian, County of El Paso, State of Colorado, Except the following described tract of land located in the Northeast quarter of the Northwest quarter of the above said Section 20, more particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter of the Northwest quarter; thence Easterly along the North line of said Northeast quarter of the Northwest quarter 200 feet; thence Southerly parallel to the West line of said Northeast quarter of the Northwest quarter 200 feet; thence Westerly parallel to the North line of said Northeast quarter of the Northwest quarter 200 feet to a point on the West line of said Northeast quarter of the Northwest quarter; thence Northerly along said West line 200 feet to the point of beginning, County of El Paso, State of Colorado.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B - SECTION I REQUIREMENTS

Effective Date: August 23, 2017 at 07:30am

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorder of the county in which said property is located.

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premium, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (d) You must tell us in writing the name of anyone not referred to in this document who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest or the loan.
- (e) **Deed sufficient to convey fee simple estate or interest in the land described or referred to herein, to the proposed insured, Schedule A, Item 2A.**

NOTE: Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the legal address of the purchaser (not necessarily the same as the property address) be included on the face of the deed to be recorded.

NOTE: C.R.S.39-14-102 requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: This commitment is subject to additional requirements as may be necessary when the name or names of the grantee(s) are disclosed to the Company.

REQUIREMENTS NOT TO BE RECORDED:

- A. Payment of any and all due and unpaid general taxes or special assessments pertaining to subject property, as may be evidenced by a tax certificate.**
- B. Receipt by the company of a Final Affidavit and Agreement indemnifying it against unfiled mechanic's and materialmen's liens.**

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded October 4, 1966 in [Book 2150 at Page 642](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the

conveyances subsequent to the plat are reported.

Westcor Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II EXCEPTIONS

Effective Date: August 23, 2017 at 07:30am

The Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements or claims of easements not shown in the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the land would disclose, and which are not shown by the public record.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
7. Any water rights or claims or title to water, in or under the land, whether or not shown by the public records.
8. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district. Note: Upon verification of payment of all taxes the above exception will be amended to read, "Taxes and assessments for the current year, and subsequent years, a lien not yet due and payable."
9. **Subject to reservations of (1) any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; (2) right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law in U.S. Patents recorded January 19, 1885 in [Book 35 at Page 383](#) (NWNE) and recorded June 25, 1885 in [Book 35 at Page 476](#) (NENW).**
10. **Reservations and exceptions contained in Deeds recorded November 1, 1938 in [Book 958 at Page 399](#) and in Deed recorded March 2, 1942 in [Book 1014 at Page 105](#) and in Deed recorded September 11, 1942 in [Book 1014 at Page 369](#).**
11. **Easements and rights of way including its terms and conditions as granted to the City of Colorado Springs in Grant of Right of Way recorded February 6, 1952 in [Book 1327 at Page 311](#).**

12. Conveyance of oil, gas and other minerals and mineral rights in Quit Claim Deed recorded August 15, 1961 in [Book 1872 at Page 284](#).
13. Reservations, restrictions, conditions, agreements and rights of way in Warranty Deed recorded July 3, 1962 in [Book 1916 at Page 162](#).
14. Easements and rights of way including its terms and conditions as granted to the American Telephone and Telegraph Company in instrument recorded October 9, 1963 in [Book 1979 at Page 757](#).
15. Terms, agreements, provisions, conditions, obligations and easements as contained in Consent to Easement, recorded August 20, 1964 in [Book 2030 at Page 235](#).
16. Terms, agreements, provisions, conditions, obligations and easements as contained in Quit Claim Deed to The Mountain States Telephone and Telegraph Company, recorded December 28, 1965 in [Book 2111 at Page 390](#) and Quit Claim Deed recorded May 22, 1967 in [Book 2181 at Page 193](#).
17. Reservations and exceptions contained in Deed recorded October 4, 1966 in [Book 2150 at Page 642](#).
18. Terms, agreements, provisions, conditions, obligations and easements as contained in Option for Purchase of Microwave Site and Easements, recorded February 10, 1967 in [Book 2166 at Page 74](#).
19. Easements and rights of way including its terms and conditions as granted to the Mountain States Telephone and Telegraph Company in Easement recorded May 22, 1967 in [Book 2181 at Page 194](#).
20. Easements and rights of way including its terms and conditions as granted to The Mountain States Telephone and Telegraph Company in Right of Way Agreement recorded May 22, 1967 in [Book 2181 at Page 197](#).
21. Easements and rights of way including its terms and conditions as granted to the Mountain View Electric Association, Incorporated in Grant of Right of Way recorded August 25, 1967 in [Book 2195 at Page 518](#).
22. Terms, agreements, provisions, conditions, obligations and easements as contained in Contract and Grant of Water Pipeline Right-of-Way Easement recorded January 29, 1979 in [Book 3135 at Page 351](#).
23. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 79-217, Land Use 107 recorded August 17, 1979 in [Book 3215 at Page 794](#).
24. Easement(s) and rights of way including its terms and conditions as granted to Mountain View Electric Association, Incorporated in instrument recorded January 11, 1982 in [Book 3520 at Page 633](#).
25. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 93-273 recorded August 18, 1993 in [Book 6239 at Page 364](#).
26. Terms, agreements, provisions, conditions and obligations as contained in Order and Decree Creating The Hanover Fire Protection District recorded December 22, 1993 in [Book 6340 at Page 1268](#).
27. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 04-276 recorded July 13, 2004 at [Reception No. 204116423](#).

NOTE: The policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

line with the east line of the right-of-way of the Denver & New Orleans Railroad, now known as the Colorado & Southern Railroad; thence southeasterly along said right-of-way line to the east line of said Section 10; thence South along said east line to the place of beginning. Also excepting from the granted premises aforesaid that portion of Section 10, Township 17 South, Range 65 West heretofore conveyed to Nelson G. Wilson by warranty deed recorded in Book 312 at page 50 of the above records, to-wit: All that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 17 South, Range 65 West, which lies on the East and Northeast side of the right-of-way of the Denver & New Orleans Railroad through said portion of Section 10:

Also except all deeds of rights-of-way for railroads, telephone poles and wires, public roads, and all rights-of-way for canals and irrigating ditches, and any and all other rights-of-way.

Also conveying all water rights used or capable of use in connection with the premises heretofore described, including particularly the Tom Wanless Ditch and all water and water rights appropriated thereby, a decree for which was made and entered in the District Court of El Paso County, Colorado, on February 15, 1882, the same heading from Fountain Creek; also the enlargement to the Tom Wanless ditch, which is of record. Also all water and water rights appropriated by means of an underground feeder to said ditch as of record; also Lake Joy reservoir as of record; together with all other water and water rights, ditch and ditch rights, reservoir and reservoir rights used for and in connection with said lands or any part thereof; all subject to an outstanding mineral deed to Henry Esser.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity of, in and to the above bargained premises with the hereditaments and appurtenances.

I, Have and To Hold the said premises above bargained and described, with the appurtenances unto the said party of the second part, his heirs and assigns, forever. And the said The Colorado National Bank of Denver, party of the first part, for itself, and its successors, doth covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents, it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and hath good right full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; except taxes now or hereafter levied against said property. and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part hath caused its corporate name to be hereunto subscribed by its President, and its corporate seal to be hereunto affixed, attested by its Cashier, the day and year first above written.

Attest:
M. B. Berger
Cashier



The Colorado National Bank of Denver,

By H. Kountze
President.

L. H. Stamps
#7A
Cancelled

State of Colorado)
City & County of) SS.
Denver.

The foregoing instrument was acknowledged before me this 31st day of October, 1938, by H. Kountze as President and M. B. Berger as Cashier of The Colorado National Bank of Denver, a corporation.

My notarial commission expires Feb. 15, 1939.

Witness my hand and official seal.



Teresa McGillicuddy
Notary Public.

-----00000000000-----

No. 602613

Warranty Deed

William E. Sweet, also known
as William Ellery Sweet

to

L. A. McCandlish

Filed for Record 3:06 P. M.

November 1, 1938.

Charles Ozias, Recorder.

THIS WARRANTY DEED, Made this 31st day of October, in the year of our Lord, one thousand nine hundred and thirty-eight, between William E. Sweet, also known as William Ellery Sweet of the City and County of Denver, and State of Colorado, of the first part, and L. A. McCandlish, of the County of El Paso, and State of Colorado, of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to the said party of the first part in hand paid, by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns, forever, all the following described real property, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

That part of the West Half of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 4, lying East of the Denver and Rio Grande Railway right of way, and of the County Road; all of Section 7; the South Half (S $\frac{1}{2}$) and the South Half of the North Half (S $\frac{1}{2}$ N $\frac{1}{2}$), and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 8; that part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), and of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 9, lying East of the center line of the County Road and of the Atchison, Topoka & Santa Fe Railway right of way; that part of the South Half (S $\frac{1}{2}$) of Section 10, lying West of The Colorado and Southern Railway and East of the East line of The Atchison, Topoka and Santa Fe Railway; the Southwest Quarter (SW $\frac{1}{4}$) of Section 13; all of Section 14, except a one (1) acre square tract in the Northeast corner of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$); all of Section 15, except that part of the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$), lying West of the center line of the Pueblo-Colorado Springs Highway, also except the South 1,045 feet of the West 232 feet of said Section 15; and except 10.31 acres to El Paso County, all of Section 17, all of Section 18; all of Section 19; all of Section 20; the North Half of the Southeast

Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), except railroad, of Section 22; that part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 22, lying East of the Pueblo-COLORADO Springs Road; the Northwest Quarter (NW $\frac{1}{4}$) and the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 23; the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 26; the Northwest Quarter (NW $\frac{1}{4}$) and the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 29; the North Half (N $\frac{1}{2}$) of Section 30, all in Township 17 South, Range 65 West of the Sixth Principal Meridian, excepting all rights of way for roads, railroads, telephone lines and poles, ditches and reservoirs, and all other rights of way of record, and excepting further all exceptions or reservations of oil, gas, coal, and other mineral rights now of record, affecting any part of the above described premises; and excepting all minerals and mineral rights conveyed in a certain deed between The Colorado National Bank and Henry Esser, which conveyed to Henry Esser an undivided one-half (1/2) interest in and to all minerals including said oil and gas, located upon said premises for a period of ten years from March 1, 1925, and so much longer as oil and gas or other minerals may be found on said premises, and which deed affects sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 of the above described property and other property:

Together with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch rights of way and all water and water rights, which have been and are used for the irrigation of the above described lands, and for the irrigation of any part thereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the said party of the second part, his heirs and assigns, forever. And the said William E. Sweet, also known as William Ellery Sweet, party of the first part, for himself, his heirs, and assigns, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs, and assigns, that at the time of the enrolling and delivery of these presents he is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever; Excepting all existing reservations and rights of way for roads, railroads and ditches, or any of them, which include any part of the premises above described, except 1939 and subsequent taxes; -

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs, and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year above written.

L. E. Sweet
SAS
Gave and

William E. Sweet
Also known as William Ellery Sweet.

Signed, Sealed and Delivered
in Presence of

State of Colorado)
City and County of) ss.
Denver

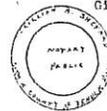
I, Lillian A. Shepard, a Notary Public in and for said Denver County, in the State aforesaid, do hereby certify that William E. Sweet, also known as William Ellery Sweet, who being personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

My commission expires April 14, A.D. 1941.

Given under my hand and notarial seal this 31st day of October, A.D. 1938.

Lillian A. Shepard.

Notary Public.



No. 602646

WARRANTY DEED

Charles A. Perlitz, Jr.,

to

Glen Eyrie Development Co.

Filed for Record 10:06 A. M.

November 2, 1938.

Charles Ozias, Recorder.

WARRANTY DEED

This Deed, Made this 1st day of November in the year of our Lord one thousand nine hundred and thirty-eight, between Charles A. Perlitz, Jr., of the County of Harris and State of Texas, of the first part, and Glen Eyrie Development Co., a corporation organized and existing under and by virtue of the laws of the State of Colorado, of

Witnesseth: That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, hath granted, bargained, sold and conveyed and by these presents doth grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following described lots or parcels of land and properties, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

The West half of the Southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Seventeen (17); and the South Half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), except the West ten acres thereof, the South Half of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$); the East Half of the Southeast quarter of the Southwest quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ W $\frac{1}{2}$) and the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty (20); and the East half of the Northeast quarter of the Northwest quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the North Half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Twenty-nine (29), all in Township Twelve (12) South, Range Sixty-eight (68) West of the Sixth (6th) Principal Meridian.

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDER

FILED
DEC 06 1993
DIV. 1

20-

IN THE DISTRICT COURT IN AND FOR
THE COUNTY OF EL PASO
AND STATE OF COLORADO

Civil Action No. 93CV1724 Div. 1

IN RE THE ORGANIZATION OF)
HANOVER FIRE PROTECTION)
DISTRICT, EL PASO COUNTY)
COLORADO)

ORDER AND DECREE
CREATING DISTRICT

This matter coming on to be heard in open Court, and it appearing that the election, held on the 2nd day of November, 1993, at which there was submitted the matter of the organization of the Hanover Fire Protection District, County of El Paso, Colorado, and the election of Directors for such District was duly held at the time and place and by the Judges of Election specified in the Order of Court entered on the first day of October, 1993;

AND IT FURTHER appearing that the required Notice of Election was duly published in compliance with the aforementioned Order and Articles 1 to 13 of Title 1, C.R.S. 1973; that all of said ballots were cast at said election by eligible electors of the District who were registered to vote at general elections in this State and who either had been a resident of the proposed District for not less than thirty-two days, or who or whose spouse owns taxable real or personal property within the proposed District, whether said person resides in the proposed District or not. The following ballots were cast on the question of organization of the proposed District:

	<u>VOTES CAST</u>
<u>For</u> the organization of Hanover Fire Protection District	117
<u>AGAINST</u> the organization of Hanover Fire Protection District	27

That the following qualified persons were duly elected as directors of the District for the indicated terms:

<u>NAME</u>	<u>TERM</u>
Paul A. Ogle, Jr.	Until the Next Regular Election
Rex D. Miller	Until the Next Regular Election
Dave W. Million	Until the Second Regular Election
Virgil L. Porter	Until the Second Regular Election
Donald E. Orr	Until the Second Regular Election

That the following ballots were cast on the following question:

"Shall the Board of Directors of the Hanover Fire Protection District, if the Special District is Organized, be authorized and empowered, without further authorization by the voters or registered electors of the District to certify an initial mill levy of 5.5 mills to produce approximately \$20,000.00 in 1994?"

VOTES CAST

YES	104
NO	38

That all the provisions of law, and more particularly all of the requirements of Title 32, Article 1, and Title 1, Articles 1 to 13, Colorado Revised Statutes, have been complied with, met and performed, in the organization of the District.

And the Court being fully advised in the premises, hereby ORDERS AND DECREES that:

The District has been duly and regularly organized and shall be known as "Hanover Fire Protection District", in the County of El Paso, Colorado.

The following eligible electors are hereby designated as the first Board of Directors of the District:

Paul A. Ogle, Jr.	Until the Next Regular Election
Rex D. Miller	Until the Next Regular Election
Dave W. Million	Until the Second Regular Election
Virgil L. Porter	Until the Second Regular Election
Donald E. Orr	Until the Second Regular Election

The District is located in the County of El Paso, Colorado, and is more particularly described in Attachment A hereto.

The District shall be a governmental subdivision of the State of Colorado, and a body corporate with all the powers of a public or quasi-municipal corporation.

The Board of Directors shall take such steps and proceedings as the needs of the District require; and that within thirty (30) days after the date hereof, the Clerk of this Court shall transmit to the County Clerk and Recorder of the County of El Paso, and to the County Assessor of the County of El Paso, true and correct copies of this Order and Decree, for filing in their offices. Notice of the completion of the organization of the District shall be filed in duplicate and recorded with the County Clerk and

Recorder of the County of El Paso, and a certified duplicate copy of said Notice filed with the Division of Local Government of the State of Colorado.

Done this 8th day of December, 1993.

BY THE COURT:



Judge

All of the following described real property located in El Paso County, Colorado:

Commencing at the NW corner of Section 35, T15S, R65W; thence easterly a distance of approximately 3.25 miles to the SW corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence northerly a distance of approximately one quarter mile to the NW corner the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately one quarter mile to the NE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence southerly a distance of approximately one quarter mile to the SE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately fifteen and one half miles to the NE corner of Section 35, T15S, R62W; thence southerly a distance of approximately one mile to the SW corner of Section 35, T15S, R62W; thence easterly a distance of approximately one mile to the SE corner of Section 35, T15S, R62W; thence southerly a distance of approximately twelve miles to the SE corner of Section 36, T17S, R62W; thence westerly a distance of approximately twenty-four miles to the SW corner of Section 31, T17S, R65W; thence northerly a distance of approximately four miles to the NW corner of Section 7, T17S, R65W; thence easterly a distance of approximately three miles to the easterly right of way line of U. S. Interstate 25; thence northwesterly along the easterly right of way line a distance of approximately five miles to a point on the southerly line of Section 17, T16S, R65W; thence easterly a distance of approximately one and one half miles to the SW corner of Section 15, T16S, R65W; thence northerly a distance of approximately three miles to the NW corner of Section 3, T16S, R65W; thence easterly a distance of approximately one mile to the NE corner of Section 3, T16S, R65W; thence northerly a distance of approximately one mile to the point of beginning. Excepting therefrom the following described property: Sections 32,33,34,35 T15S, R62W; Sections 1,11,14,23 T16S, R62W; Sections 27,35,36 T17S, R62W.

ARDIS W. SCHMITT
EL PASO COUNTY CLERK & RECORDERCommissioner Shupp moved adoption of the following Resolution: *Free*BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADORESOLUTION NO. 93-273, Service Plan-3

WHEREAS, the Hanover Fire Protection District Steering Committee did file an application with the El Paso County Planning Department, pursuant to Section 32-1-204(2), C.R.S., for the review of the service plan for the Hanover Fire Protection District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 20, 1993, upon which date the Planning Commission did by formal resolution recommend approval of the subject service plan with conditions; and

WHEREAS, a public hearing was held by the Board on August 9, 1993; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the County, study of the proposed service plan, recommendations of the El Paso County Planning Commission, comments of the El Paso County Planning Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That the hearings before the Planning Commission and Board of County Commissioners of El Paso County were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
2. There is sufficient existing and projected need for organized service in the area to be served by the proposed Special District.
3. Existing service in the area to be served by the proposed Special District is inadequate for present and projected needs.
4. The proposed Special District is capable of providing economical and sufficient service to the area within its proposed boundaries.
5. The area to be included in the proposed Special District has or will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

Resolution No. 93-273, Service Plan-3
Page 2

6. Adequate service is not or will not be available to the area through the County, other existing municipal or quasi-municipal corporations, including existing Special Districts, within a reasonable time and on a comparable basis.
7. The facility and service standards of the proposed Special District are compatible with the facility and service standards of each County within which the proposed Special District is to be located and each municipality which is an interested party.
8. The proposal is in substantial compliance with a Master Plan adopted pursuant to Colorado Revised Statutes Section 30-28-106.
9. The proposal is in compliance with any duly adopted County, regional or state long-range water quality management for the area.
10. The creation of the proposed Special District will be in the best interests of the area proposed to be served.

NOW, THEREFORE, BE IT RESOLVED that the Service Plan for the Hanover Fire Protection District as submitted by the Hanover Fire Protection District Steering Committee for property more particularly described in Exhibit A, which is attached hereto and incorporated by reference, be approved;

BE IT FURTHER RESOLVED that the following conditions shall be placed upon this approval:

1. Bonded indebtedness shall be specifically limited to no more than three percent of the District's assessed valuation as specified in this Service Plan. Any authorization of indebtedness above this level shall be considered a material modification to the Service Plan and, therefore, subject to Board of County Commissioners' approval.
2. Prior to certification of this Service Plan to District Court, the legal description (Exhibit A) shall be revised to exclude the City of Colorado Springs Hanna Ranch property, property owned by the Fountain Valley Authority, and State Land Board parcels. Exhibit A shall also be revised to fully incorporate any split tax parcels.

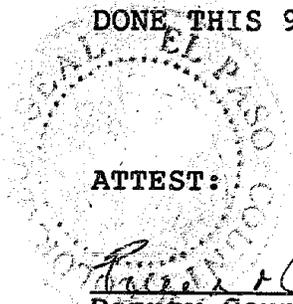
AND BE IT FURTHER RESOLVED that the record and recommendations of the El Paso County Planning Commission be adopted.

Resolution No. 93-273, Service Plan-3
Page 3

DONE THIS 9th day of August, 1993, at Colorado Springs, Colorado.

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

ATTEST:



[Signature]
Deputy County Clerk

By *[Signature]*
Chairperson

Commissioner Whittemore seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Howells	aye
Commissioner Whittemore	aye
Commissioner Brown	aye
Commissioner Shupp	aye

The Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

Resolution No. 93-273, Service Plan-3
EXHIBIT A

All of the following described real property located in El Paso County, Colorado:

Commencing at the NW corner of Section 35, T15S, R65W; thence easterly a distance of approximately 3.25 miles to the SW corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence northerly a distance of approximately one quarter mile to the NW corner the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately one quarter mile to the NE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence southerly a distance of approximately one quarter mile to the SE corner of the SE quarter of the SW quarter of Section 29, T15S, R64W; thence easterly a distance of approximately fifteen and one half miles to the NE corner of Section 35, T15S, R62W; thence southerly a distance of approximately one mile to the SW corner of Section 35, T15S, R62W; thence easterly a distance of approximately one mile to the SE corner of Section 35, T15S, R62W; thence southerly a distance of approximately twelve miles to the SE corner of Section 36, T17S, R62W; thence westerly a distance of approximately twenty-four miles to the SW corner of Section 31, T17S, R65W; thence northerly a distance of approximately four miles to the NW corner of Section 7, T17S, R65W; thence easterly a distance of approximately three miles to the easterly right of way line of U. S. Interstate 25; thence northwesterly along the easterly right of way line a distance of approximately five miles to a point on the southerly line of Section 17, T16S, R65W; thence easterly a distance of approximately one and one half miles to the SW corner of Section 15, T16S, R65W; thence northerly a distance of approximately three miles to the NW corner of Section 3, T16S, R65W; thence easterly a distance of approximately one mile to the NE corner of Section 3, T16S, R65W; thence northerly a distance of approximately one mile to the point of beginning. Excepting therefrom the following described property: Sections 32,33,34,35 T15S, R62W; Sections 1,11,14,23 T16S, R62W; Sections 27,35,36 T17S, R62W.

THE UNITED STATES OF AMERICA.

Certificate No. 3343

To all to whom these presents shall come—GREETING:

Whereas, William M. Strickler of Larimer County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado whereby it appears that full payment has been made by the said William M. Strickler

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental thereto for the north east quarter of section nineteen and the north east quarter of section twenty and the south west quarter of the north east quarter of section twenty in Township four north of range thirty one west of the sixth Principal meridian in Colorado containing two hundred and forty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said William M. Strickler

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said William M. Strickler

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said William M. Strickler

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Grover Cleveland President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the twenty fifth day of May in the year of our Lord one thousand eight hundred and eighty five and of the independence of the United States the one hundred and ninth.

Recorded, Vol. 6 Page 232 By the President: Grover Cleveland Secretary: M. M. Hawn

Filed for Record the 25th day of June A. D. 1885 at 11 o'clock A. M.

THE UNITED STATES OF AMERICA.

Certificate No. 3057.

To all to whom these presents shall come—GREETING:

Whereas, William M. Strickler of Co. Park County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Pueblo, Colorado whereby it appears that full payment has been made by the said William M. Strickler

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for and the acts supplemental thereto, for the east half of the northwest quarter, the northeast quarter of the southeast quarter of section nineteen and the west half of of the northwest quarter and the northwest quarter of the northeast quarter of section twenty in township six north of range sixty five west of the sixth Principal Meridian in Colorado containing two hundred and forty acres according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said William M. Strickler

NOW KNOW YE, that the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said William M. Strickler

and to his heirs, the said Tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said William M. Strickler and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

IN TESTIMONY WHEREOF, I, Chester A. Arthur President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.



GIVEN under my hand, at the City of Washington, the fifth day of December in the year of our Lord one thousand eight hundred and eighty four and of the independence of the United States the one hundred and ninth

Recorded, Vol. 6 By the Register: Chester A. Arthur M. McKeown Secretary of the General Land Office

Filed for Record the 17 day of January A. D. 1885 at 5:16 o'clock P. M.

GRANT OF RIGHT OF WAY

ARDIS W. SCHMITT
El Paso County Clerk & Recorder

Jan

KNOW ALL MEN BY THESE PRESENTS, That Underground Construction Company by Charles R. Trent,
1115 Erie Avenue, Pueblo, Colorado 81001

of the County of El Paso and State of Colorado, hereinafter called the "Grantor" in consideration of the Sum of One Dollar (\$1.00) and other valuable consideration to the Grantee in hand paid by the Mountain View Electric Association, Incorporated, a corporation organized and existing under the laws of the State of Colorado, whose post office address is Limon, Colorado, and to its successors or assigns, hereinafter called the "Grantee," the receipt of which consideration is hereby acknowledged by the Grantor, hereby grants unto the Grantee, its successors and assigns, and warrants title thereto, the easement and right of way to construct, maintain, change, renew, relocate, enlarge, and operate its line or lines for the transmission and distribution of electrical energy, and as incident thereto, and, in connection therewith, to construct, maintain, operate, relocate, and enlarge a telephone and/or telegraph line as may be found advisable, including the necessary steel and wood pole towers, poles, wires, guys, stubs and other fixtures, together with the right of ingress and egress and the right to trim or cut down any trees and shrubbery and to control the growth of same by chemical means, machinery, or otherwise, and remove any objects which may interfere with the construction and operation of such lines and structures, over, upon, under, and along a strip of land twenty (20) feet in width, owned by the Grantor, situate in the County El Paso and State of Colorado,

~~and to the following described property:~~
This easement given for service lines to be constructed to cathodic protectors to be installed on the following described property:

Fountain Valley Pipeline Easement

Part E 1/2 of NW 1/4 SECTION 20 TOWNSHIP 17 SOUTH RANGE 65 WEST

TO HAVE AND TO HOLD said strip of land for so long as the Grantee, its successors and assigns, shall use the same for the purposes aforesaid, the easement and right of way hereby granted to cease and revert to the Grantor, his heirs and assigns, if the Grantee, its successors and assigns, shall have ceased to use said strip of land for said purposes for a continuous period of two years.
The Grantor covenants and agrees for himself, his heirs, and assigns, not to erect any building or structure within the limits of said strip of land, and the Grantee, its successors and assigns, shall have the right to remove, at Grantee's expense, objects interfering with the construction, maintenance, operation, control and use of said lines.
The Grantor agrees that all poles, wires, cables, and other facilities including any main service entrance equipment, installed in, upon or under the above described easement and right-of-way by Grantee shall remain the property of Grantee, removable at the option of Grantee.
This grant is subject to the right of the Grantor, his heirs and assigns, to pass over said strip of land from one portion of his land to the other portion thereof, and to otherwise use, pasture and cultivate the surface of said strip of land consistent with the use of said strip of land by the Grantee, its successors and assigns, for the purposes aforesaid.
The Grantee, for itself, its successors and assigns, hereby agrees to pay any damage which may arise from constructing, maintaining, operating or removing said electric transmission line or lines so far as the same shall affect fences, irrigation or draining ditches, or growing crops, said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, his heirs and assigns, one by the Grantee, its successors or assigns, and the third person by the two persons aforesaid, the award of such three persons to be final and conclusive.
The word "Grantor," wherever used herein, shall include either one or more persons, and the masculine wherever used shall include the feminine.

WITNESS the hand and seal of the Grantor this 12th day of August A.D., 1981

UNDERGROUND CONSTRUCTION COMPANY (SEAL)

BY Charles R. Trent (SEAL)

(SEAL)

STATE OF CO
COUNTY OF El Paso

The within and foregoing is acknowledged before me this 12th day of August, 1981 by Charles R. Trent for Underground Construction Company

My commission expires June 8, 1982

WITNESS my hand and official seal
Howard S. Pease
Notary Public

Reed F/A 81-0760 C. R. District No. 03
Reed

COUNTY OF EL PASO STATE OF COLORADO FEE 14.00
 RECEIVED AT 9:00 O'CLOCK A.M. AUG 17 1979
 RECEPTION NO. 587837 ARDIS W. SCHMITT Elizabeth A. Smith DEPUTY

Commissioner Heim moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
 OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION NO. 79-217, Land Use 107

WHEREAS, Texas Oil & Gas Corp. did file a petition with the Land Use Department of El Paso County on or about June 1, 1979, for approval of a special use of drilling exploratory test wells within the A-4 Agricultural Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 16, 1979, upon which date the Planning Commission did by formal resolution recommend approval of the subject special use petition; and

WHEREAS, a public hearing was held by this Board on July 26, 1979; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Land Use Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That proper posting and public notice was provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That the proposed special use conforms to Section XXXXVII, Standards Governing the Approval or Disapproval of a Petition for a Special Use, of the El Paso County Zoning Resolutions.
4. That the proposed land use will be compatible with existing and permitted land uses in all directions.
5. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
6. That for the above stated, and other reasons, the proposed special use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED, That the petition of Texas Oil & Gas Corp. for approval of a special use of drilling exploratory test wells within the A-4 Agricultural Zone District in the following described unincorporated area of El Paso County be approved:

All of Section 20, Township 17 South, Range 65 West;

BE IT FURTHER RESOLVED, That the record and recommendation of the El Paso County Planning Commission be adopted;

AND BE IT FURTHER RESOLVED; That the following condition shall be placed upon this approval:

Approval for the special use is granted for exploration purposes only at this time.

DONE this 26th day of July, 1979, at Colorado Springs, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By Lee H. Herrens
Chairman

ATTEST:

Verna Feiner
Deputy County Clerk

Commissioner Salt seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye" and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

DATED: July 26, 1979

Commissioner Heim moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION NO. 79-218, Land Use 108

WHEREAS, Texas Oil & Gas Corp. did file a petition with the Land Use Department of El Paso County on or about June 1, 1979, for approval of a special use of drilling exploratory test wells within the A04 Agricultural Zone District; and

WHEREAS, a public hearing was held by the El Paso County Planning Commission on July 16, 1979, upon which date the Planning Commission did by formal resolution recommend approval of the subject special use petition; and

WHEREAS, a public hearing was held by this Board on July 26, 1979; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Land Use Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That proper posting and public notice was provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That the proposed special use conforms to Section XXXXVII, Standards Governing the Approval or Disapproval of a Petition for a Special Use, of the El Paso County Zoning Resolutions.
4. That the proposed land use will be compatible with existing and permitted land uses in all directions.
5. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
6. That for the above stated, and other reasons, the proposed special use is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.

NOW, THEREFORE, BE IT RESOLVED, That the petition of Texas Oil & Gas Corp. for approval of a special use of drilling exploratory test wells within the A-4 Agricultural Zone District in the following described unincorporated area of El Paso County be approved:

Within all of Section 35, Township 14 South, Range 65 West;

BE IT FURTHER RESOLVED, That the record and recommendation of the El Paso County Planning Commission be adopted;

AND BE IT FURTHER RESOLVED, That the following condition shall be placed upon this approval:

Approval for the special use is granted for exploration purposes only at this time.

DONE this 26th day of July, 1979, at Colorado Springs, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By Leo W. Herrera
Chairman

ATTEST:

Verna Feilner
Deputy County Clerk

Commissioner Salt seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye" and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

DATED: July 26, 1979

Commissioner Heim moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO

RESOLUTION NO. 79-219, Land Use 109

WHEREAS, William R. Good and Wayne D. Vogt did file a petition with the Land Use Department of El Paso County on or about May 4, 1979, to rezone the herein described property in El Paso County from R-3 Residential Zone District to R-4 Planned Development Zone District; and

WHEREAS, public hearing was held by the El Paso County Planning Commission on June 18, 1979, upon which date the Planning Commission did by formal resolution recommend approval of the subject rezoning application; and

WHEREAS, a public hearing was held by this Board on July 26, 1979; and

WHEREAS, based on the evidence, testimony, exhibits, study of the master plan for the unincorporated area of the county, recommendations of the El Paso County Planning Commission, comments of the El Paso County Land Use Department, comments of public officials and agencies, and comments from all interested parties, this Board finds as follows:

1. That proper posting, publication and public notices were provided as required by law for the hearings before the Planning Commission and the Board of County Commissioners of El Paso County.
2. That the hearings before the Planning Commission and the Board of County Commissioners were extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at those hearings.
3. That the proposed zoning is in compliance with the recommendations set forth in the master plan for the unincorporated area of the county.
4. That the proposed land use will be compatible with existing and permitted land uses in all directions.
5. That the proposed land use does not permit the use of any area containing a commercial mineral deposit in a manner which would interfere with the present or future extraction of such deposit by an extractor.
6. That for the above stated and other reasons, the proposed zoning is in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of El Paso County.
7. That changing conditions clearly require amendment to the Zoning Resolutions.

NOW, THEREFORE, BE IT RESOLVED, That the petition of William R. Good and Wayne D. Vogt for a zone change from R-3 Residential Zone District to R-4 Planned Zone District for the following described unincorporated area of El Paso County be approved:

Lots 44, 45, 46 and 1, Block 1, Park Vista Addition, El Paso County;

AND BE IT FURTHER RESOLVED, That the record and recommendation of the El Paso County Planning Commission be adopted.

DONE this 26th day of July, 1979, at Colorado Springs, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By *L. W. Suras*
Chairman

ATTEST:

Verna Feimer
Deputy County Clerk

Commissioner Salt seconded the adoption of the foregoing Resolution. The roll having been called, all five Commissioners voted "aye" and the Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

DATED: July 26, 1979

C/A 210.0382.1028.100.20.0.0

Contract No. 9-07-70-L0940
Tract Number FVC-145

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Fryingpan-Arkansas Project, Colorado
Fountain Valley Conduit

CONTRACT AND GRANT OF WATER PIPELINE RIGHT-OF-WAY EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this 4th day of December, 19 78, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and LeSAYE AND SONS, a California corporation

whether one or more, hereinafter collectively referred to as the Grantor;

WITNESSETH:

The following grant and mutual covenants by and between the parties:

1. For the consideration hereinafter expressed, the Grantor does hereby grant unto the United States and its assigns a perpetual easement to survey, construct, reconstruct, operate, inspect, maintain, and remove a water pipeline, or conduit, and appurtenances thereto or any part thereof, for the transportation of water through, over, and across those lands specifically described in Schedule A, attached hereto and by this reference made a part hereof. Said grant shall include: (a) the right of ingress and egress upon said land and premises to survey, construct, reconstruct, operate, maintain, and remove said water pipeline or conduit and appurtenances; (b) the exclusive right to remove from or place on earth, rock, or other materials, and the right to trim, cut, and remove brush, trees, and other vegetation; (c) the right of ingress and egress for men, materials and equipment for utilizing the easement granted; and (d) the right of the United States and its assigns to construct, operate, and maintain such surface structures as are necessary and appurtenant to said water pipeline or conduit.

Said rights are required for the use of Fryingpan-Arkansas Project, Pueblo, Colorado, Department of the Interior, Bureau of Reclamation.

2. For the same consideration hereinafter expressed, the Grantor does hereby grant unto the United States the additional and further right and privilege of a temporary easement to use and occupy such other land on either side of the above-described perpetual easement as shall be necessary for the construction of said water pipeline; Provided, however the combined widths of said perpetual easement and the said temporary construction easement shall not exceed 200 feet; Provided, further that said temporary easement shall remain in effect until the date of completion of the construction of said water pipeline or conduit, and appurtenances thereto, but in no event shall temporary easement continue beyond five (5) years from date of this contract.

3. During construction, suitable cross-overs shall be installed over the pipe trenches as needed by the Grantor. All fences and drainage or irrigation systems cut or disturbed shall be repaired by the United States in a good and workmanlike manner. Before a fence is cut by the United States, it shall be properly supported on either side of the contemplated opening by suitable posts and braces, and gates shall be provided at fence openings where required. Nothing contained herein shall designate or limit the dates in connection with the construction

and operation of said pipeline and appurtenances thereto. The pipeline shall be buried at a sufficient depth so as not to interfere with cultivation of the soil. Topsoil shall be separated from subsoil during excavation and topsoil removed from excavation shall be replaced as backfill in the uppermost part of the excavation to a depth as shall exist previous to excavation but not to exceed 18 inches, and all excess subsoil shall be removed from the Grantor's land at the expense of the United States.

4. This grant of easement shall not preclude the right to cultivate, use, and enjoy the premises for any purposes which will not constitute an interference with the easement, rights, and privileges herein granted to the United States, or endanger any of its property, but such reserved rights shall not extend to or include the erection of any buildings, reservoir, or structure, or permission to the public to use any part thereof without advance written permission in behalf of the United States or its assignee for operation and maintenance of the Fryingspan-Arkansas Project.

5. The Grantor, his successors or assigns, tenants or agricultural lessees, if any, are to be paid, as their respective interests may appear, for damages to fences, crops (but not pasture lands), livestock, trees, drainage or irrigation systems, and personal property as a result of construction, operation and maintenance, or removal of the pipeline by the United States or its assigns. This payment shall be separate and in addition to the consideration stated hereinafter in Article 12. Payment by the United States for damages caused by construction, operation and maintenance, and removal of the pipeline will be on the basis of an appraisal based on a survey of damages by a representative of the United States and the Grantor, his successors or assigns, on or about the date damages occur, and approved by the Secretary of the Interior or his duly authorized representative. No payment shall be made under the provisions of this article for damages incurred by reason of construction, operation and maintenance, or removal of the pipeline upon or across pasture lands whether of native grasses or seeded grasses.

6. The United States shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of permanent abandonment of said right-of-way, as evidenced by a written notice to that effect from the United States through its authorized representative, or its assigns, the title and interest herein granted shall end, cease, and determine, and title to rights herein granted shall revert to the then owner of the land.

7. The grant of easement herein contained is subject to rights-of-way of any nature whatsoever of record and in use except as provided in Article 4. This grant shall not be construed as in anywise affecting mineral rights of the Grantor or others, and is subject to mineral interests in third parties of record or in use, except as extraction or mining of minerals or gravel might endanger or interfere with the property or rights of the United States.

8. It is a condition precedent to the payment to the Grantor of the sum named herein that the title to the premises described herein shall be vested in the Grantor, subject only to the interest of the United States hereunder and to the matters set out in Article 7 hereof, and to such other defects, interests, or encumbrances as may be waived in writing by the United States.

9. The Grantor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Grantor may be advised by the United States are necessary and proper to show in the Grantor title sufficient to grant the above easement free and clear of encumbrances, subject only to the interests, liens, or encumbrances expressly excepted herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense. The expense of recording this contract shall be borne by the United States.

10. If the Secretary of the Interior determines that the interest described in Articles 1 and 2 above, should be acquired by judicial procedure, either to procure a safe title or for any other reason, the Grantor and the United States hereby stipulate that the ultimate award to the Grantor for the interest described in Articles 1 and 2 above, shall be the same as the purchase price hereinafter stated in Article 12, but should the Grantor own a lesser interest than that described in Articles 1 and 2 hereof, such award shall not exceed that portion of the purchase price stated in Article 12 which the value of such lesser interest bears to the value of the entire estate described in the said Articles 1 and 2.

11. The Grantor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require the Grantor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

12. As complete consideration for the above grant of easement and for rights and privileges provided in this contract, the United States agrees to pay the Grantor the sum of Six Hundred Fifty and No/100 Dollars (\$650.00)----- Separate payment for construction, operation, and maintenance, or removal damages, if any, accruing under Article 5, will be made by the United States or its assigns on the basis of an appraisal as therein provided to be made. If a tenant or agricultural lessee owns fences, crops, livestock, trees, drainage or irrigation systems, or personal property located upon the right-of-way described in Article 1 above, Grantor, for himself, his successors and assigns, agrees to furnish evidence satisfactory to the United States of title in such tenant or agricultural lessee to such property, which evidence may take the form of a "Statement of Ownership of Property" executed by both the Grantor and the concerned tenant or agricultural lessee.

13. The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees, or assigns of the parties hereto.

14. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By W. C. Kregger
 Title Project Manager

Address
550 N. Golden Circle Drive
Santa Ana, California 92705

GRANTOR
LEGAYE AND SONS, a California corporation

By Kevin Le Gaye
 President

ATTEST:
Marjorie Le Gaye
 Secretary

ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Orange)

I do hereby certify that KEVIN LeGAYE President of
LeGAYE AND SONS, a California corporation
and MARJORIE LeGAYE, Secretary of
LeGAYE AND SONS, a California corporation
whose names are subscribed in the foregoing instrument as such officers,
appeared before me this day in person and acknowledged that they signed,
sealed and delivered said instrument as their free and voluntary act and
deed for said Pipeline Agreement
for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of December,
19 78.



(SEAL)

Geri Musgrave
Notary Public in and for the
State of California
Residing at 431 E. Riverboat Way
Orange, CA 92665
My Commission Expires: 8-5-80

CERTIFICATE OF CORPORATE RESOLUTION

I hereby certify that at a meeting of the Board of Directors of LeGAYE & SONS, a California Corporation, held in pursuance of due notice given in accordance with the bylaws of said corporation, City of Laguna Beach, State of California, on this 4th day of December, 19 78, at which meeting the following Resolution was adopted:

RESOLVED, that the Board of Directors of this corporation hereby approves a Contract and Grant of Water Pipeline Right-of-Way Easement No. 9-07-70-L0940 to be executed between this corporation and the United States of America, for the purchase of a tract of land lying in and being a part of the West Half (W 1/2) of Section Twenty (20) and part of Section Seventeen (17), Township Seventeen South, Range Sixty-Five West (T. 17 S., R. 65 W.), of the Sixth Principal Meridian (6th P.M.), El Paso County, State of Colorado containing 18.78 acres, more or less, as is more specifically provided in said contract; and that KEVIN LeGAYE, President and MARJORIE LeGAYE, Secretary of this corporation be and they are hereby authorized and directed to execute said contract on behalf of the corporation.

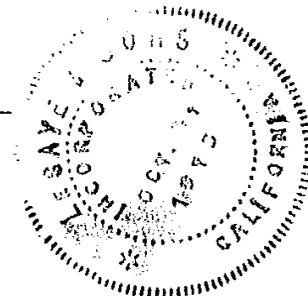
CERTIFICATE OF SECRETARY

I, MARJORIE LeGAYE, Secretary of LeGAYE & SONS, a California Corporation, do hereby certify that the above and foregoing is a true and correct copy of a resolution properly adopted by the Board of Directors of said corporation as is contained in the minutes of a (special) (regular) meeting of said Board held at Laguna Beach, California, on the 4th day of December, 19 78.



Marjorie LeGaye

 Secretary



SCHEDULE A

LM-389A (Rev 9/73)
Bureau of Reclamation
Lower Missouri Region

BOOK 3135 PAGE 356

LE GAYE & SONS
Pt. W 1/2, Sec. 20, Pt. Sec. 17
T. 17 S., R. 65 W., 6th P.M.
FOUNTAIN VALLEY CONDUIT
Dwg. No. 382-706-5470

Two parcels of land situated and being a part of the West Half (W 1/2) of Section Twenty (20) and part of Section Seventeen (17), Township Seventeen South, Range Sixty-Five West (T. 17 S., R. 65 W.), of the Sixth Principal Meridian (6th P.M.), El Paso County, State of Colorado, more particularly described as follows:

Tract FVC-145 Parcel A Permanent Easement

A strip of land being 60 feet in width, extending to and limited by the property lines 30 feet each side of the Fountain Valley Conduit centerline from P.O.T. Station 1231+21.18 to P.O.C. Station 1243+10.72 and from P.O.T. Station 1256+30.68 to P.O.T. Station 1298+32.02 measured at right angles to the centerline which centerline is more particularly described as follows:

Beginning at P.O.T. Station 1231+21.18 a point on the South property line which point bears S43°15'E a distance of 3,372.9 feet from the Northwest Corner of Section Twenty (20) and proceeding,

Thence on a tangent N13°02'W a distance of 974.83 feet to P.C. Station 1240+96.01;

Thence on a curve to the right with a radius of 1,000.00 feet for 214.71 feet to P.O.C. Station 1243+10.72 a point on the south line of the Midway Substation boundary;

Thence beginning at P.O.T. Station 1256+30.68 a point on the North line of the Midway Substation boundary which point bears N89°50'E a distance of 2,211.31 feet from the Northwest Corner of Section Twenty (20) and proceeding;

Thence on a tangent N21°40'E a distance of 713.23 feet to P.C. Station 1263+43.91;

Thence on a curve to the left with a radius of 500.00 feet for 203.05 feet to P.T. Station 1265+46.96;

Thence on a tangent N01°36'W a distance of 3,285.06 feet to P.O.T. Station 1298+32.02 a point on the North property line, containing 7.43 acres more or less.

Tract FVC-145 Parcel B Temporary Easement

A strip of land measured at right angles to the Fountain Valley Conduit centerline as described above under Parcel A Permanent Easement, extending to and limited by the property lines, 150 feet in width, 75 feet on each side of said centerline from P.O.T. Station 1231+21.18 to P.O.C. Station 1243+10.72, and from P.O.T. Station 1256+30.68 to P.C. Station 1263+43.91,

APPROVED AS TO ENGINEERING DATA

DATE

SCHEDULE A

LM-389A (Rev 9/73)
Bureau of Reclamation
Lower Missouri Region

BOOK 3135 PAGE 357

LE GAYE & SONS
(continued)

and 195 feet in width, 75 feet on the left and 120 feet on the right of said centerline from P.C. Station 1263+43.91 to P.T. Station 1265+46.96, and 150 feet in width, 30 feet on the left and 120 feet on the right of said centerline from P.T. Station 1265+46.96 to P.O.T. Station 1298+32.02, excluding therefrom the land described above under Parcel A Permanent Easement. Parcel B contains 11.35 acres more or less.

Date April 19, 1978

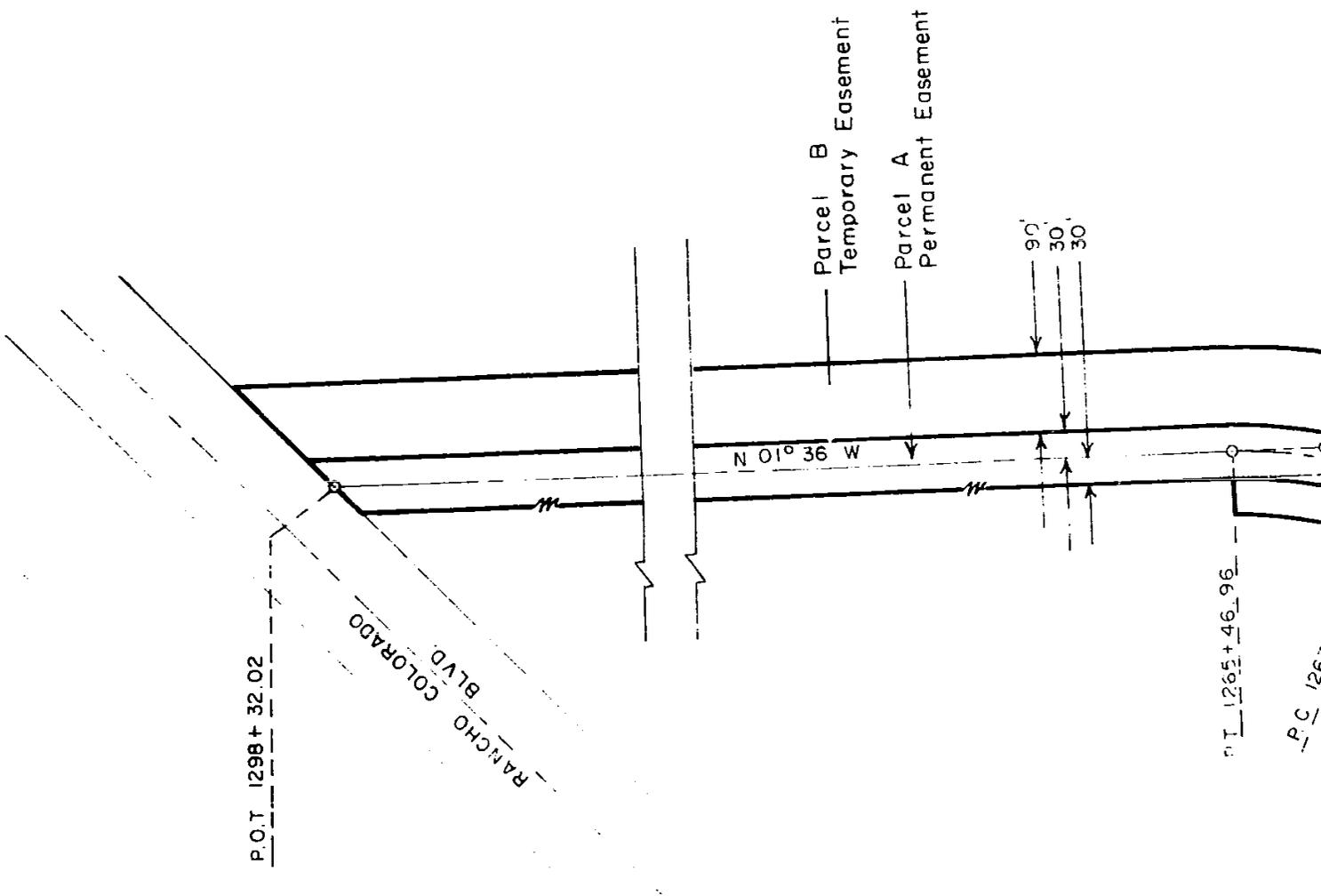
I hereby certify that the within legal description is correct.

Anthony G. Piamp
Signature

Civil Engineer, Colorado PE-7475
Title

APPROVED AS TO ENGINEERING DATA

DATE



P.O.T. 1298 + 32.02

RANCHO COLORADO
BLVD.

Parcel B
Temporary Easement

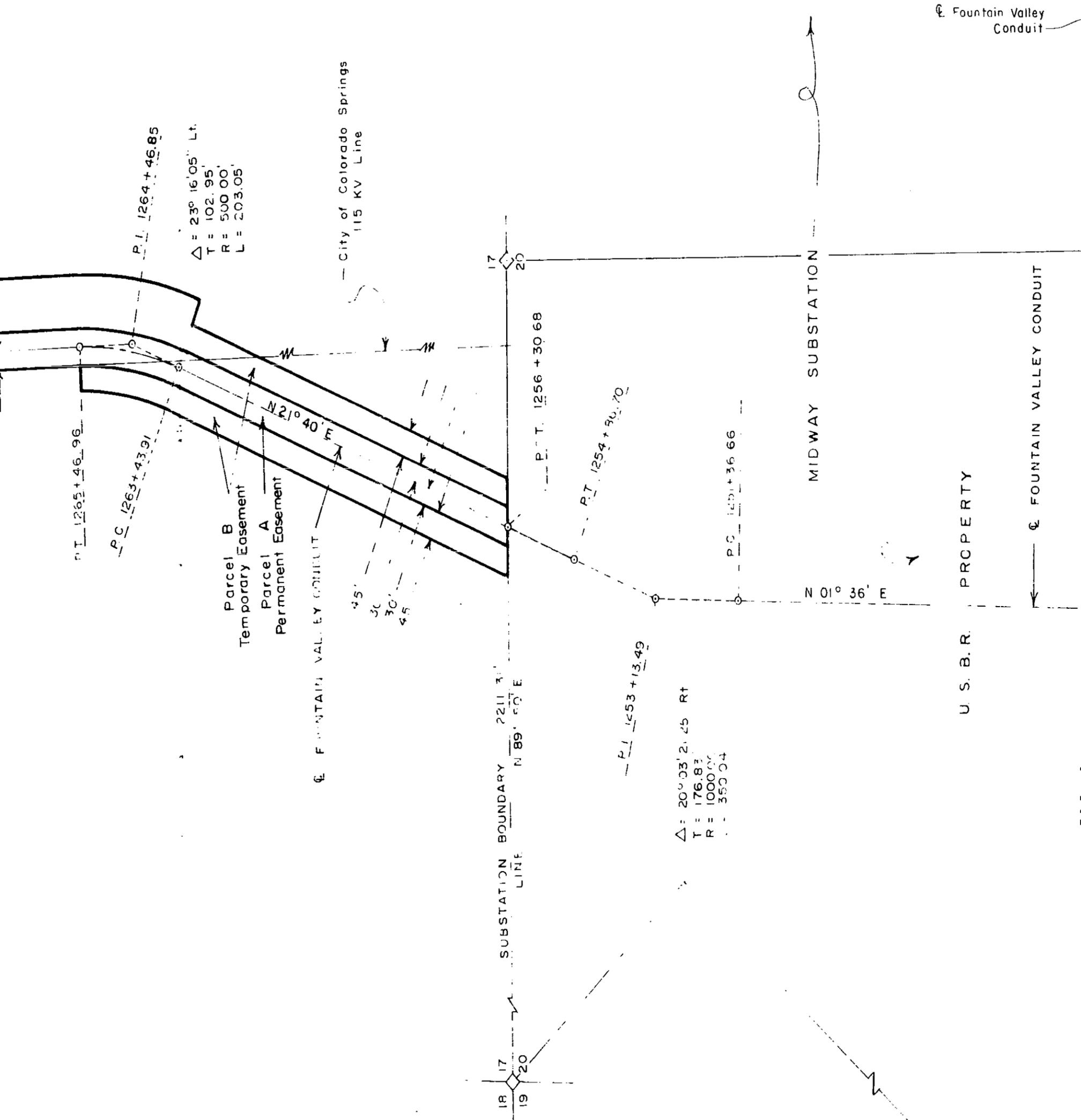
Parcel A
Permanent Easement

$N 01^{\circ} 36' W$

90'
30'
30'

P.T. 1265 + 46.96

P.C. 1265



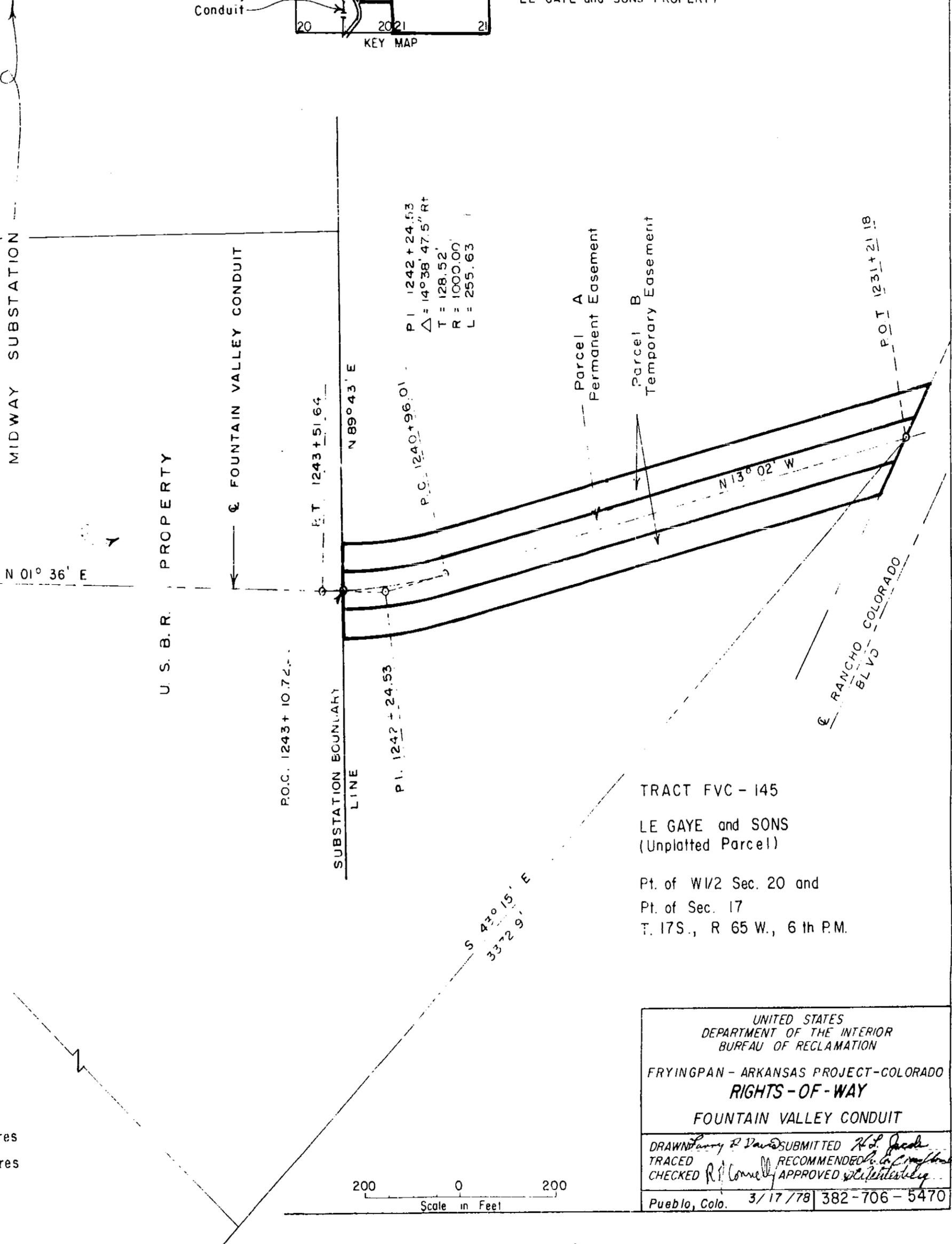
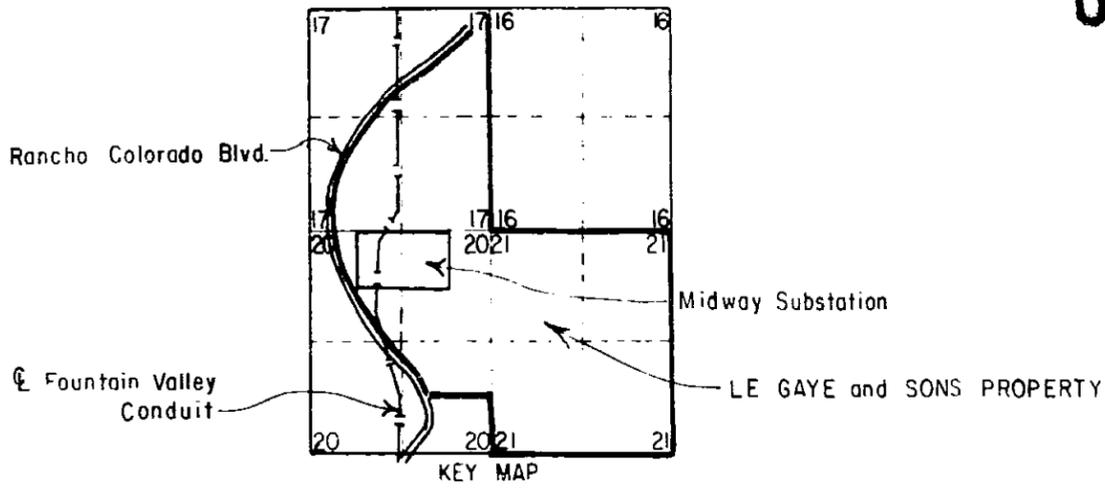
$\Delta = 23^\circ 16' 05''$ Lt.
 $T = 102.95'$
 $R = 500.00'$
 $L = 203.05'$

$\Delta = 20^\circ 03' 21.25''$ Rt
 $T = 176.83'$
 $R = 1000.00'$
 $L = 353.04'$

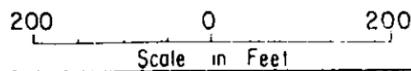
Parcel A Permanent Easement 7.43 Acres
 Parcel B Temporary Easement 11.35 Acres

SCHEDULE A

BOOK 3135 PAGE 358



5 Acres
5 Acres



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

FRYINGPAN - ARKANSAS PROJECT-COLORADO
RIGHTS-OF-WAY
FOUNTAIN VALLEY CONDUIT

DRAWN *Parry & Davis* SUBMITTED *H.L. Jacobs*
TRACED RECOMMENDED *H.L. Jacobs*
CHECKED *R. Connelly* APPROVED *H.L. Jacobs*

Pueblo, Colo. 3/17/78 | 382-706-5470

Received at

8:39 o'clock
540342

MAY 22 1967
HARRIET BEALS

RIGHT OF WAY AGREEMENT

BOOK 2181 PAGE 197

Reception No.

Received of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY,

Two Hundred Fifty Dollars and 00/100 - - - - - Dollars (\$250.00)

in consideration of which the undersigned hereby grants, bargains, sells and conveys unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of buried cables and wires, surface testing terminals, and surface markers, and other appurtenances upon, over, under and across the land which the undersigned owns or in which the undersigned has any interest in the following described strip of land: A strip of land Five (5) feet in width on each side of a center line described as follows: Beginning at a point which bears North a distance of Ten (10) feet from the Southwest Corner of the Northeast Quarter (NE¹/₄) of the Northwest Quarter (NW¹/₄) of Section Twenty (20), Township Seventeen (17) South, of Range Sixty-Five (65) West of the Sixth (6th) Principal Meridian; thence South 89°25'30" East a distance of 2639.9 feet; thence South 89°32' East a distance of 159.7 feet; thence South 77°27' East a distance of 250.95 feet; thence South 82°09' East a distance of 691.69 feet; thence North 76°08' East a distance of 2767.23 feet; thence South 71°27' East a distance of 2830 feet to the point of intersection with the American Telephone and Telegraph Company buried cable easement as described and recorded in Book 1919 at Page 757 of the records of the Clerk and Recorder of El Paso County, Colorado.



County of El Paso, and State of Colorado

This grant and conveyance also provides and includes the following rights for the grantees; of ingress and egress over, along and across the land owned by the undersigned to and from the above described strip for the purpose of exercising all rights herein granted; to clear and keep cleared all trees, roots, brush, and other obstructions from the surface and subsurface of said strip.

The undersigned grantor, and the undersigned's successors, assigns, and lessees, shall have the following rights which are hereby reserved; to use the surface area of the easement and the property upon which the easement is located, such use to include the placement of fences, provided, however, that no such use will interfere with or damage the communication system or property of Grantee installed pursuant to this grant, or with the maintenance, repair, and replacement of said

R/W-BU-1

system and property; to require reasonable relocation of any markers placed beyond the limits of the Right of Way and Easement hereby granted.

The Grantees agree that the said communication systems shall be originally placed at least Thirty (30) inches deep in order to reduce the possibility of interference with the ordinary and reasonable use of the Grantor's land, and to reimburse the owner for actual losses resulting from damage to fences, ditches and growing crops caused by or arising out of the construction and maintenance of the aforesaid system.

IN WITNESS WHEREOF, these presents have been executed this 18th day of May, 1967 at Pueblo, Colorado.

WITNESS:

W. T. Ward
W. T. WARD
Timothy T. Ward
TIMOTHY T. WARD
William T. Ward III
WILLIAM T. WARD, III

Exception No. 540341 HARRIET BEALS

E A S E M E N T

THIS EASEMENT made this 10th day of May, 1967, from PUBLIC SERVICE COMPANY OF COLORADO, a Colorado corporation, Grantor, to MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, a Colorado corporation, Grantee;

W I T N E S S E T H:

WHEREAS, Grantor is the owner of an easement for roadway purposes over and across property hereinafter described, which easement was acquired pursuant to a Quit Claim Deed recorded December 28, 1965 in Book 2111 at page 390 of the records of the Clerk and Recorder of El Paso County, Colorado; and

WHEREAS, Grantee desires to use said roadway for its own business purposes.

NOW, THEREFORE, Grantor in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, insofar as it has the right to do so and subject to the terms and conditions hereinafter set forth, a non-exclusive easement for roadway purposes and the installation of underground buried cable on, over, under and across the following described premises located in the County of El Paso, State of Colorado, to-wit:

A portion of Section 20, 21 and 22, Township 17 South, Range 65 West of the 6th Principal Meridian, 60 feet in width being 30 feet on each side of the centerline described as follows: Beginning at a point on the west boundary line of Interstate Highway No. 25 said point being 665 feet north and 850 feet west of the southeast corner of said Section 22; thence South 78°37' West 1046.96 feet to a point; thence on a curve to the right whose radius

is 100 feet and cord bears North $61^{\circ}50'$ West 127.20 feet; thence North $22^{\circ}17'$ West 473.37 feet to a point; thence North $5^{\circ}03'$ West 745.15 feet to a point; thence North $30^{\circ}19'$ West 505.57 feet to a point; thence North $40^{\circ}09'$ West 418.28 feet to a point; thence North $71^{\circ}27'$ West 5652.40 feet to a point; thence South $76^{\circ}08'$ West 2767.23 feet to a point; thence North $82^{\circ}09'$ West 691.69 feet to a point; thence North $77^{\circ}27'$ West 250.95 feet to a point; thence North $89^{\circ}32'$ West 159.70 feet to a point; said point being 15 feet south of the southeast corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 20; thence westerly 2639.9 feet parallel with and 15 feet south of the south boundary line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20.

1. All damage to the roadway, culverts, gates or other appurtenant facilities caused by Grantee, its employees, agents or contractors shall be repaired at the sole expense of Grantee.

2. The grant herein made is subject to the right reserved by the grantors in the Quit Claim Deed referred to above, and further subject to the rights of the United States Department of Interior, Bureau of Reclamation, acquired by virtue of an agreement dated March 23, 1967 with Grantor. Grantee shall take no action pursuant to the rights granted herein which will constitute a violation of the obligations of Grantor under said agreement with the United States.

3. Grantee shall reimburse Grantor for one-third of the annual maintenance costs for the road based upon annual cost statements to be submitted to Grantee by Grantor. Such maintenance is estimated to be \$200 annually.

4. The rights herein granted to Grantee for the installation of underground buried cable are limited to the Northerly 5 feet of the road right-of-way.

IN WITNESS WHEREOF, Grantor has executed this Easement

THIS DEED, Made this 8th day of May in the year of our Lord one thousand nine hundred and sixty-seven between

W. T. WARD, TIMOTHY T. WARD, and WILLIAM T. WARD, III

of the County of El Paso and State of Colorado, of the first part and THE MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, a corporation

organized and existing under and by virtue of the laws of the State of Colorado

Recorder's Stamp

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration... to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remise, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described

situate, lying and being in the County of El Paso and State of Colorado, to-wit: An easement for roadway purposes over and across portion of Section 20, 21 and 22, Township 17 South, Range 65 West of the 6th P.M., 60 feet in width being 30 feet on each side of the centerline described as follows: Beginning at a point on the west boundary line of Interstate Highway No. 25 said point being 665 feet north and 850 ft. west of the southeast corner of said Section 22; thence South 78°37' West 1046.96 feet to a point; thence on a curve to the right whose radius is 100 feet and cord bears North 61°50' West 127.20 feet; thence North 22°17' West 473.37 feet to a point; thence North 5°03' West 745.15 ft. to a point; thence North 30°19' West 505.57 ft. to a point; thence North 40°09' West 418.28 feet to a point; thence North 71°27' West 5652.40 feet to a point; thence South 76°08' West 2767.23 ft. to a point; thence North 82°09' West 691.69 feet to a point; thence North 77°27' West 250.95 feet to a point; thence North 89°32' West 159.70 feet to a point; said point being 15 feet south of the southeast corner of the NW 1/4 NE 1/4 Section 20; thence westerly 2639.9 ft. parallel with and 15 feet south of the south boundary line of the NW 1/4 NE 1/4 and NE 1/4 NW 1/4 of Section 20.

Together with the right to construct, reconstruct and maintain the roadway on said easement and to grant to others the right to use said road. Reserving to the grantors, their heirs and assigns, the right of ingress and egress over the above roadway.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said parties of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

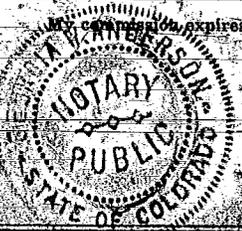
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

W. T. WARD [SEAL]
TIMOTHY T. WARD [SEAL]
WILLIAM T. WARD, III [SEAL]

STATE OF COLORADO
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 8th day of May A.D. 1967, by W. T. Ward, Timothy T. Ward and William T. Ward, III,



Witness my hand and official seal.
George W. Anderson
Notary Public

Received at 8:20 o'clock A.M. FEB 10 1967

Recd 524116 HARRIET BEALS

MST FORM 6126-A

OPTION FOR PURCHASE OF MICROWAVE SITE AND EASEMENTS

BOOK 2166 PAGE 74

KNOW ALL MEN BY THESE PRESENTS, that W. T. WARD, WILLIAM T. WARD III AND TIMOTHY T. WARD

of EL PASO County of EL PASO, State of COLORADO

(hereinafter called Party of the First Part, whether one or more), in consideration of the sum of FIVE HUNDRED

AND NO/100 Dollars (\$500.00), and other good and valuable consideration paid by THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation (hereinafter called Party of the Second Part), receipt of which is hereby acknowledged, do hereby give and grant unto the Party of the Second Part an OPTION to purchase the following described property situate, lying and being in the County of

EL PASO, State of COLORADO, to-wit:

A tract of land measuring 5 ACRES (more or less) situated in the NW 1/4 NE 1/4

SEC 20 T-17-S R-65-W 1/4 M. Meridian, the exact location of which is to be determined by the Party of the Second Part and described by legal survey, for the construction thereon by the Party of the Second Part of a microwave (or radio) tower and a separate building to house equipment and service facilities for said

tower, and, also, the following easements in, upon, over, across and under said SEC 20, 21 & 22 T-17-S R-65-W (a) right of way for telephone, telegraph and electric power lines to said tract, (b) right of way for a road, not less

than 60 feet in width for access to and egress from said tract by pedestrian, vehicular and motor traffic, and (c) easement for the emplacement underground and on the surface of anchors and guy wires to be connected to said tower and to be emplaced and connected outside the boundaries of said tract.

In addition to said Option to Purchase said tract and said easements and while this Option continues in effect as herein provided, Party of the First Part hereby grants to Party of Second Part (i) an easement and right

of way not in excess of 60 feet in width over said SEC 20, 21 & 22 T-17-S R-65-W for access to and egress from, and the movement of pedestrian, vehicular and all other kinds of traffic over, across

and upon, any part of said SEC 20, 21 & 22 T-17-S R-65-W in connection with the conducting of microwave testing on any part of said described lands or any adjacent lands, and (ii) an easement and right of way for the erection and operation on said described lands of a temporary testing tower, and associated anchors, guys, wires and other structures necessary and proper in the erection and testing of said temporary tower and facilities. If this Option is extended by agreement of the parties, the easements for testing described in this paragraph shall also be extended but said easements for testing shall not be extended beyond one year after the execution of this Option and shall terminate in any event upon exercise of the Option or upon the expiration of this Option.

The above Option to Purchase is granted upon the following terms and conditions:

1. Said Option shall continue until and including the 1ST day of FEBRUARY 1968, subject to the exceptions as hereinafter provided.

2. The total purchase price for said property shall be FIVE THOUSAND Dollars (\$ 5000.00).

3. Party of the First Part shall deliver to Party of the Second Part, within thirty (30) days after the execution of this Option, the Abstract of Title relating to the subject property or, in the event there is no Abstract, such other evidence of title as Party of the First Part may have. The said Abstract or other evidence of title shall be returned to Party of the First Part by Party of the Second Part, but Party of the Second Part is hereby given permission to use such evidence of title for its own purposes and to have any such Abstract certified to date at the expense of Party of the Second Part in such manner as said Second Party shall desire prior to returning it to Party of the First Part. The parties agree that all questions concerning the sufficiency of title are to be submitted by the Party of the Second Part to its attorneys in Denver, Colorado, and the opinion of said attorneys shall be conclusive upon all parties hereto. If, in the opinion of the attorneys of the Party of the Second Part, any defects in or objections to said title can be removed within a reasonable time, said reasonable time not to exceed one (1) year, then the period of this Option

shall be and is hereby extended for such reasonable time as may be necessary for the removal of such defect. If title to said property is not vested in the Party of the First Part in fee simple free and clear of all encumbrances and/or is not perfected in the manner required by the attorneys for the Party of the Second Part, the Party of the Second Part may treat the same as a default hereunder. In case of default hereunder by the Party of the First Part, and the election of the Party of the Second Part not to complete the purchase by reason of said default, then the Party of the First Part agrees to refund to the Party of the Second Part the consideration paid for this Option. The Party of the Second Part, however, may at its election take said property subject to said objections.

4. If this Option is exercised, money paid as consideration therefor shall be considered as a payment on account of the full purchase price above provided, and upon the payment or tender of the balance of the said purchase price, the Party of the First Part agrees to execute and deliver to the Party of the Second Part a good and sufficient warranty deed conveying said property to the Party of the Second Part free and clear of liens and encumbrances, except:

If the Party of the Second Part should fail to exercise this Option for any cause other than default of the Party of the First Part, then the Party of the First Part may keep or retain the consideration paid herefor.

5. The Party of the First Part agrees to pay all general taxes provided by the statute and assessed against the property for the year 1966 and prior years, and it is agreed between the parties that the general taxes for the year 1967 should be prorated between the purchaser and seller as of the date of the delivery of the property and instruments of conveyance therefor, as above provided. The Party of the First Part agrees to pay all special taxes and assessments which at the time of the execution and delivery of the warranty deed for said premises shall have been levied or assessed against any of the land and improvements hereinabove described, including installments of said special taxes and assessments to become due thereafter. The Party of the Second Part may, at its option, deduct from any payment to be made by it for said lands and improvements any amount of money which under the terms of this paragraph is to be paid by the Party of the First Part, including such amount as may be required to pay such special taxes and assessments in full at the time or dates when the Party of the Second Part is required to make any further payment on account of the purchase rights hereunder.

6. If the Party of the First Part is a corporation, it agrees to have this Option forthwith ratified by formal action of its Directors, and if the above-described property constitutes all the property of the corporation, then to have this Option ratified by its stockholders according to law, and agrees to furnish the Party of the Second Part with a duly certified copy of the resolutions of the Board of Directors or the stockholders, as the case may be, authorizing and ratifying the execution of this Option.

7. This Option shall be executed and acknowledged by the wife or wives hereinabove mentioned, if any, and shall include the waiver, release and relinquishment of all rights of homestead or rights of dower of said wife or wives, and said wife or wives, if any, respectively and severally, for the consideration aforesaid, expressly agree to waive, release and relinquish to the Party of the Second Part the property above described free and clear of all such homestead and dower rights and free and clear of all liens and encumbrances of every kind and character.

8. This Option shall be binding upon the heirs, personal representatives, successors and assigns of the Party of the First Part, and shall inure to the successors and assigns of the Party of the Second Part.

9. The Party of the Second Part hereby assures the Party of the First Part that the microwave path loss testing operation will not be hazardous to the present operations of the Party of the First Part, and the Party of the Second Part further agrees to indemnify the Party of the First Part for any loss or damage to property caused by the operations of the Party of the Second Part during the term of this Option, and not caused or contributed to by the Party of the First Part.

IN WITNESS WHEREOF, the parties have executed this instrument this 3rd day of February, 1967

W. J. Ward
William J. Ward
Janet T. Ward
Party of the First Part

Witnesses:

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY

By: J. H. Belton
Engineer, Right of Way
Party of the Second Part

STATE OF COLORADO)
COUNTY OF El Paso) ss.

The foregoing instrument was acknowledged before me this 3rd day
of February A. D. 1967 by W. F. Ward, William T. Ward III,
Timothy T. Ward and J. C. Kilmer

Witness my hand and official seal.

My commission expires Sept 3, 1967

Victor G. Rance
Notary Public



Reception No. 454816 HARRIET BEALS Recorder.

Recorder's Stamp

THIS DEED, Made this day of sixty-five in the year of our Lord one thousand nine hundred and between

W. T. WARD, TIMOTHY T. WARD, and WILLIAM T. WARD, III

of the

County of El Paso and State of Colorado, of the first part and

PUBLIC SERVICE COMPANY OF COLORADO a corporation organized and existing under and by virtue of the laws of the State of Colorado

of the second part:

WITNESSETH, That the said part of the first part, for and in consideration of the sum of

Ten Dollars and other valuable consideration - - - - - DOLLARS, to the said part ies of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, ha VE remised, released, sold, conveyed and QUIT CLAIMED, and by these presents do remise, release, sell, convey and QUIT CLAIM unto the said party of the second part, its successors and assigns forever, all the right, title, interest, claim and demand which the said part ies of the first part ha VE in and to the following described

situate, lying and being in the County of El Paso and State of Colorado, to-wit: An easement for roadway purposes over and across portion of Section 20, 21 and 22, Township 17 South, Range 65 West of the 6th Principal Meridian, 60 feet in width being 30 feet on each side of the centerline described as follows: Beginning at a point on the west boundary line of Interstate Highway No. 25 said point being 665 feet north and 850 feet west of the southeast corner of said Section 22; thence South 78°37' West 1046.96 feet to a point; thence on a curve to the right whose radius is 100 feet and cord bears North 61°50' West 127.20 feet; thence North 22°17' West 473.37 feet to a point; thence North 5°03' West 745.15 feet to a point; thence North 30°19' West 505.57 feet to a point; thence North 40°09' West 418.28 feet to a point; thence North 71°27' West 5652.40 feet to a point; thence South 76°08' West 2767.23 feet to a point; thence North 82°09' West 691.69 feet to a point; thence North 77°27' West 250.95 feet to a point; thence North 89°32' West 159.70 feet to a point; said point being 15 feet south of the southeast corner of the NW¼ NE¼ Section 20; thence westerly 2639.9 feet parallel with and 15 feet south of the south boundary line of the NW¼ NE¼ and NE¼ NW¼ of Section 20.

Together with the right to construct, reconstruct and maintain the roadway on said easement and to grant to others the right to use said road. Reserving to the grantor, its successors and assigns, the right of ingress and egress over the above roadway.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said part of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, The said part ies of the first part ha VE hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Handwritten signatures of W. T. Ward, Timothy T. Ward, and William T. Ward III, each followed by [SEAL]

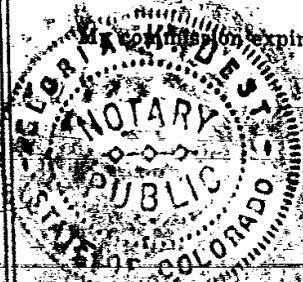
STATE OF COLORADO

County of El Paso

ss.

The foregoing instrument was acknowledged before me this 23rd day of November A. D. 19 65, by W. T. WARD, TIMOTHY T. WARD, and WILLIAM T. WARD III

My commission expires June 16, 1968, 19 . Witness my hand and official seal,



Handwritten signature of Notary Public and the title 'Notary Public.'

Resolution No. 04-276

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

Commissioner Howells moved adoption of the following Resolution:

WHEREAS, the Board of County Commissioners has determined the need to create a local improvement district and to construct certain improvements therein; and

WHEREAS, the purpose for the formation of the District is to provide for the hot bituminous asphalt paving of the roads shown and listed on the map attached as Exhibit B. The road improvements are needed to provide a suitable road for a public school that the Hanover School District proposes to construct in the Rancho Colorado area; and

WHEREAS, the County will have the improvements constructed within platted rights-of-way as defined in the recorded plats of the underlying subdivisions. The improvements will consist of paving two-lane aggregate roads with 24 feet of asphalt. When completed, the County will accept regular maintenance responsibility for the improved roads, similar to the maintenance provided other paved roads in the County, thereafter that in some instances the County may make the improvements in other locations; and

WHEREAS, in accordance with Section 30-20-603(2), Colorado Revised Statutes, 1973, as amended, the Board of County Commissioners may declare by resolution a local improvement district and order authorized improvements; and

WHEREAS, the Board of County Commissioners shall consider all protests and objections that may be made in connection with the proposed improvements, before ordering the construction thereof; and

WHEREAS, the County Engineer has caused to be prepared and filed preliminary plans, specifications, estimate of cost, maps and schedules for the proposed improvements; and

WHEREAS, in accordance with Title 30, Article 20, Part 6, it is necessary that a preliminary order be made, adopting preliminary plans and specifications, describing the materials to be used, determining the number of installments and time in which the cost of the improvements shall be payable, the anticipated rate of interest to be paid on unpaid or deferred installments, the property to be assessed for the cost of the improvements, estimated cost and schedule showing the approximate amounts to be assessed on the lots and parcels of property within the district; and

WHEREAS, this resolution shall constitute the preliminary order required by law;

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of El Paso County, Colorado, that:

1. The Board of County Commissioners of El Paso County does hereby declare its intention to create a local improvement district within the county, for the construction and installation of the improvements more particularly described in this resolution.
2. The Engineer's reports, together with the preliminary details, specifications, estimates of cost, maps and schedules prepared and filed with the County Clerk and Recorder be, and the same are hereby approved and adopted by the Board of County Commissioners, for use in the construction of the improvements to be made in the proposed improvement district.
3. The costs to construct the Improvements, including the County's actual costs for forming the District and the 1.5% fee that Colorado law authorizes the Treasurer to collect for administering the installment payments, are estimated to be \$150,000. The County will contract for the work to be performed, will supervise the contractor, will inspect the work, and will pay the bills.
4. The County will recover the costs, for the Improvements described in #3, by imposing an assessment on the properties within the boundaries of the District. The amount of assessment will be the same for each individually platted lot within the District. The County cannot place an assessment on properties that are exempt from real property taxes. A property owner can pay the assessment in full or in ten equal annual payments paid in the same manner and at the same time as other property taxes are paid. The County will not charge interest on any payment that is paid when due according to Colorado law. During this ten-year period, the parcel owners will receive notice of the amount of the annual assessment on their real property tax bill that comes in the mail every January. The first installment will become payable with the tax bill sent in January 2005. Colorado law requires the County to charge interest on any annual installment of the assessment that is not paid when due. When the assessment on any individual parcel is paid in full, there will no longer be an assessment on that parcel, and the removal of the assessment will occur without the need for any action by the owner of the parcel.
5. Each parcel will be assessed an equal share of the \$150,000 estimated cost of construction. There are 506 parcels within the boundaries of the district described in Exhibit A and depicted on the map in Exhibit B. Therefore, each parcel will be responsible for a total estimated assessment of \$296.44, or

\$29.64 per year, for the ten years. The annual tax bill will also allow the parcel owner to pay the annual installment in two payments of \$14.82.

6. The amounts stated in this Resolution are only estimated amounts. The County cannot determine the actual amounts until the construction of the improvements is completed. Upon completion, the County will notify the parcel owners, as required by Colorado law, of the final amount of the assessment and of the date, time and place for the second and final public hearing required for the District by publishing notice in a newspaper of general circulation in El Paso County. In addition, the County will send notice to the parcel owners by regular United States Postal Service mail, first class, postage paid, to the last known address of the parcel owner, as shown by the records of the Office of the El Paso County Assessor.
7. The County Clerk shall give notice of the hearing on the construction of the improvements by publication in one issue of *The El Paso County Advertiser and News*, a newspaper of general circulation in the County, the publication to be not less than thirty (30) days prior to the date of hearing. In addition, the notice, being a brief written synopsis of the proposed improvements pursuant to Section 30-20-603(2)(b), C.R.S. 1973, shall be delivered or mailed by first-class mail to each property owner to be assessed for the cost of the improvements who is included within the proposed district. The delivered or mail notice shall be made not less than ten (10) days before the hearing. Said Notice shall be in substantially the following form:

NOTICE OF A PROPOSAL TO CREATE A LOCAL IMPROVEMENT DISTRICT DESIGNATED "COUNTY OF EL PASO, COLORADO, RANCHO COLORADO #2 LOCAL IMPROVEMENT DISTRICT" TO CONSTRUCT CERTAIN PAVING AND OTHER IMPROVEMENTS THEREIN, AND TO LEVY SPECIAL ASSESSMENTS THEREFORE, AND OF A HEARING THEREON.

NOTICE IS HEREBY GIVEN to the owners of property within the proposed County of El Paso, Colorado, Rancho Colorado #2 Local Improvement District (respectively, the "County" and the "District"), and to all interested parties that:

All owners of real estate and property hereinafter described and all persons generally are hereby notified that the County of El Paso, Colorado, upon initiation by Resolution No. 04-276 of the Board of County Commissioners of the County of El Paso has declared its intention to create a proposed local improvement district within the boundaries of the County of El Paso, Colorado, to be known as Rancho Colorado #2 Local Improvement District.

The Board of County Commissioners (the "Board") has fixed August 12, 2004 at 9:00 a.m., at the County Office Building, 27 E. Vermijo, Colorado Springs, Colorado, as the time and place upon which a hearing shall be held, at which the owners of any real estate to be assessed or any other interested person may appear before the Board and to be heard as to the propriety and advisability of acquiring the paving and other improvements. Written petitions, complaints, remonstrances, or objections concerning the District or the proposed improvements may be filed with the County Clerk prior to the hearing or may be made verbally at the hearing by the owner of any real estate to be assessed or by any interested person. All complaints and objections made in writing concerning the proposed improvements by the owners of any real estate to be assessed will be heard and determined by the Board before the final action is taken thereon.

The nature and location of the improvements proposed are as follows:

STREET DESCRIPTION AND NATURE OF IMPROVEMENTS

Except as shown on the preliminary plans and specifications now on file in the office of the County Clerk and the office of the County Engineer, the character of the paving, water, sewer and other improvements to be assessed against the several lots, tracts or parcels of property within the District shall be more particularly as follows:

A PARCEL OF LAND SITUATED: PEACEPIPE HEIGHTS, FROM MIDWAY RANCH RD. WEST TO BOCA RATON HEIGHTS; BOCA RATON HEIGHTS FROM PEACEPIPE HEIGHTS SOUTH TO INDIAN VILLAGE HEIGHTS, EL PASO COUNTY, COLORADO MORE FULLY DESCRIBED IN THE ATTACHED (EXHIBIT A) AND SHOWN ON THE MAP (EXHIBIT B).

At the above-stated time fixed for hearing any and all owners of real estate or other persons interested in such improvements may, by specific and written petitions, remonstrances, complaints, protests, or objections present their views in respect to the proposed paving and other improvements to the Board of County Commissioners or they may present them orally and the Board may adjourn the hearing from time to time. After the hearing has been concluded, after all written complaints, remonstrances, and objections have been read and duly considered, and after all persons desiring to be heard in person have been heard, the Board shall consider the arguments, if any, and any other relevant material put forth. Thereafter, if the Board shall determine that it is not in the public interest that the proposed improvements, or part thereof, be made, the Board shall make an order by resolution to that effect and thereupon the proceedings for the improvements or the part thereof, determined against such order, shall stop and shall not be begun until the adoption of a new resolution.

After such hearing the Board has considered all complaints and protests, if any, and after the Board has determined to proceed with said District, the Board, if there be modification, by resolution shall direct the Engineer to prepare and present to the Board a revised and detailed estimate of the total cost, in full, and detailed plans and specifications.

When an accurate estimate of cost and full detailed plans and specifications are prepared and are satisfactory to the Board, it shall adopt a resolution ordering said improvements.

Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings and instruments taken, adopted, or made prior to the date of the hearing shall be deemed waived unless presented in writing on specific grounds at the time and in the manner therein specified.

The preliminary plans and specifications, the schedule of assessments (including the preliminary assessment roll), the preliminary estimate of the total cost, the description of the several lots, tracts or parcels to be assessed, and all proceedings in the premises are on file and can be seen and examined at the office of the County Clerk and the County Engineer during business hours, at any time, by any person so interested.

The District is to contain the real property described as shown on Exhibit A attached hereto and incorporated herein by reference.

By order of the Board of County Commissioners of the County of El Paso, Colorado.

Dated at Colorado Springs, Colorado, this ____ day of _____, 2004.

8. All resolutions, or parts thereof, in conflict with the provisions hereof, be and the same are hereby repealed.
9. This Resolution, immediately upon its adoption, shall be recorded in the Book of Resolutions of the County kept for that purpose and shall be authenticated by the signatures of the Chairman of the Board of County Commissioners and the Clerk and Recorder of El Paso County.

Done this 1st day of July 2004, at Colorado Springs, Colorado.

THE BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO



By: [Signature]
Chairman

Commissioner Williams seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Williams	aye
Commissioner Huffman	absent
Commissioner Bensberg	aye
Commissioner Howells	aye
Commissioner Brown	aye

The Resolution was unanimously adopted by the Board of County Commissioners of the County of El Paso, State of Colorado.

The Legal Description of the proposed Rancho Colorado Local Improvement District #2 is set forth as follows:

A PARCEL OF LAND SITUATED IN SECTIONS 19, 20, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34, AND 35, TOWNSHIP 17 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO MORE FULLY DESCRIBED AS FOLLOWS:

1. **BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 31;**
2. THENCE, ALONG THE WEST LINE OF SAID SECTION 31, NORTH $01^{\circ}04'31''$ EAST, A DISTANCE OF 5348.83 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31;
3. THENCE, ALONG THE WEST LINE OF SAID SECTION 30, NORTH $01^{\circ}04'35''$ EAST, A DISTANCE OF 5348.83 FEET TO THE NORTHWEST CORNER OF SAID SECTION 30;
4. THENCE, ALONG THE WEST LINE OF SAID SECTION 19, NORTH $01^{\circ}04'32''$ EAST, A DISTANCE OF 3743.83 FEET TO THE NORTHWEST CORNER OF LOT 21 INDIAN VILLAGE FILING NUMBER ONE;
5. THENCE SOUTH $64^{\circ}50'28''$ EAST A DISTANCE OF 815.86 FEET;
6. THENCE SOUTH $53^{\circ}51'55''$ EAST A DISTANCE OF 624.84 FEET;
7. THENCE SOUTH $77^{\circ}57'50''$ EAST A DISTANCE OF 116.62 FEET;
8. THENCE SOUTH $69^{\circ}23'32''$ EAST A DISTANCE OF 503.53 FEET;
9. THENCE SOUTH $51^{\circ}30'34''$ WEST A DISTANCE OF 356.09 FEET;
10. THENCE SOUTH $04^{\circ}57'33''$ WEST A DISTANCE OF 491.10 FEET;
11. THENCE ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $16^{\circ}06'56''$, A RADIUS OF 355.53 FEET, AN ARC LENGTH OF 100.00 FEET, A CHORD BEARING OF NORTH $84^{\circ}24'25''$ EAST, AND A CHORD LENGTH OF 99.67 FEET;
12. THENCE NORTH $03^{\circ}28'02''$ EAST A DISTANCE OF 381.98 FEET;
13. THENCE NORTH $50^{\circ}54'22''$ EAST A DISTANCE OF 412.31 FEET;
14. THENCE SOUTH $46^{\circ}32'53''$ EAST A DISTANCE OF 523.45 FEET;
15. THENCE SOUTH $53^{\circ}23'35''$ EAST A DISTANCE OF 436.01 FEET;
16. THENCE SOUTH $28^{\circ}04'21''$ WEST A DISTANCE OF 340.00 FEET;
17. THENCE SOUTH $59^{\circ}02'10''$ EAST A DISTANCE OF 58.31 FEET;
18. THENCE NORTH $71^{\circ}33'54''$ EAST A DISTANCE OF 252.98 FEET;
19. THENCE SOUTH $60^{\circ}18'18''$ EAST A DISTANCE OF 80.62 FEET;
20. THENCE SOUTH $37^{\circ}24'19''$ WEST A DISTANCE OF 214.01 FEET;
21. THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 56.57 FEET;
22. THENCE NORTH $48^{\circ}00'46''$ EAST A DISTANCE OF 269.07 FEET;
23. THENCE SOUTH $34^{\circ}41'42''$ EAST A DISTANCE OF 158.11 FEET;
24. THENCE SOUTH $41^{\circ}49'13''$ WEST A DISTANCE OF 254.95 FEET;

25. THENCE SOUTH $84^{\circ}17'20''$ WEST A DISTANCE OF 260.58 FEET;
26. THENCE SOUTH $18^{\circ}00'00''$ EAST A DISTANCE OF 53.78 FEET;
27. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $32^{\circ}23'25''$, A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 265.70 FEET;
28. THENCE NORTH $39^{\circ}36'33''$ EAST A DISTANCE OF 290.67 FEET;
29. THENCE NORTH $60^{\circ}38'32''$ EAST A DISTANCE OF 367.15 FEET;
30. THENCE SOUTH $66^{\circ}48'05''$ EAST A DISTANCE OF 76.16 FEET;
31. THENCE SOUTH $37^{\circ}34'07''$ WEST A DISTANCE OF 164.01 FEET;
32. THENCE SOUTH $63^{\circ}26'06''$ EAST A DISTANCE OF 223.61 FEET;
33. THENCE NORTH $26^{\circ}33'54''$ EAST A DISTANCE OF 178.89 FEET;
34. THENCE SOUTH $39^{\circ}48'20''$ EAST A DISTANCE OF 468.62 FEET;
35. THENCE SOUTH $30^{\circ}15'23''$ WEST A DISTANCE OF 138.92 FEET;
36. THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 84.85 FEET;
37. THENCE NORTH $59^{\circ}44'37''$ EAST A DISTANCE OF 277.85 FEET;
38. THENCE SOUTH $86^{\circ}43'12''$ EAST A DISTANCE OF 533.07 FEET;
39. THENCE ALONG THE ARC OF A NONTANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $8^{\circ}59'47''$, A RADIUS OF 875.00 FEET, AN ARC LENGTH OF 137.39 FEET, A CHORD BEARING OF NORTH $13^{\circ}38'02''$ EAST, AND A CHORD LENGTH OF 137.25 FEET;
40. THENCE SOUTH $80^{\circ}51'52''$ EAST A DISTANCE OF 522.07 FEET;
41. THENCE SOUTH $20^{\circ}08'18''$ EAST A DISTANCE OF 673.43 FEET;
42. THENCE NORTH $67^{\circ}00'00''$ EAST A DISTANCE OF 70.00 FEET;
43. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $68^{\circ}00'00''$, A RADIUS OF 670.00 FEET, AND AN ARC LENGTH OF 795.21 FEET;
44. THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 877.85 FEET;
45. THENCE SOUTH $45^{\circ}00'00''$ WEST A DISTANCE OF 213.03 FEET;
46. THENCE SOUTH $41^{\circ}00'00''$ EAST A DISTANCE OF 610.93 FEET;
47. THENCE SOUTH $49^{\circ}00'00''$ WEST A DISTANCE OF 1430.00 FEET;
48. THENCE SOUTH $41^{\circ}00'00''$ EAST A DISTANCE OF 210.00 FEET;
49. THENCE NORTH $49^{\circ}00'00''$ EAST A DISTANCE OF 1789.44 FEET;
50. THENCE SOUTH $41^{\circ}01'34''$ EAST A DISTANCE OF 2222.98 FEET;
51. THENCE SOUTH $00^{\circ}48'39''$ WEST A DISTANCE OF 189.10 FEET;
52. THENCE SOUTH $89^{\circ}51'10''$ WEST A DISTANCE OF 1323.88 FEET;
53. THENCE SOUTH $00^{\circ}55'05''$ WEST A DISTANCE OF 1316.40 FEET;
54. THENCE NORTH $89^{\circ}57'57''$ EAST A DISTANCE OF 1326.13 FEET;
55. THENCE SOUTH $00^{\circ}48'44''$ WEST A DISTANCE OF 1319.20 FEET;
56. THENCE SOUTH $89^{\circ}54'45''$ EAST A DISTANCE OF 1328.53 FEET;
57. THENCE NORTH $00^{\circ}43'12''$ EAST A DISTANCE OF 2008.42 FEET;
58. THENCE NORTH $87^{\circ}23'51''$ EAST A DISTANCE OF 1389.57 FEET;
59. THENCE NORTH $71^{\circ}55'12''$ EAST A DISTANCE OF 1841.57 FEET;
60. THENCE SOUTH $36^{\circ}20'20''$ EAST A DISTANCE OF 1105.66 FEET;
61. THENCE SOUTH $78^{\circ}29'24''$ EAST A DISTANCE OF 2564.69 FEET;

62. THENCE ALONG THE ARC OF A NONTANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $19^{\circ}00'00''$, A RADIUS OF 2000.21 FEET, AN ARC LENGTH OF 663.29 FEET, A CHORD BEARING OF NORTH $82^{\circ}30'00''$ EAST, AND A CHORD LENGTH OF 660.26 FEET;
63. THENCE NORTH $00^{\circ}36'47''$ WEST A DISTANCE OF 1298.18 FEET;
64. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $32^{\circ}29'10''$, A RADIUS OF 969.35 FEET, AND AN ARC LENGTH OF 549.61 FEET;
65. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $44^{\circ}51'11''$, A RADIUS OF 1366.00 FEET, AND AN ARC LENGTH OF 1069.35 FEET;
66. THENCE NORTH $11^{\circ}45'15''$ EAST A DISTANCE OF 61.04 FEET;
67. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $50^{\circ}02'37''$, A RADIUS OF 1366.00 FEET, AND AN ARC LENGTH OF 1193.10 FEET;
68. THENCE NORTH $61^{\circ}47'52''$ EAST A DISTANCE OF 84.48 FEET;
69. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $52^{\circ}17'35''$, A RADIUS OF 1034.00 FEET, AND AN ARC LENGTH OF 943.72 FEET;
70. THENCE NORTH $09^{\circ}30'17''$ EAST A DISTANCE OF 484.52 FEET;
71. THENCE SOUTH $80^{\circ}29'43''$ EAST A DISTANCE OF 332.00 FEET;
72. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $27^{\circ}34'30''$, A RADIUS OF 1334.00 FEET, AND AN ARC LENGTH OF 642.02 FEET;
73. THENCE NORTH $71^{\circ}55'47''$ EAST A DISTANCE OF 668.76 FEET;
74. THENCE SOUTH $04^{\circ}02'13''$ EAST A DISTANCE OF 69.99 FEET;
75. THENCE SOUTH $18^{\circ}04'13''$ EAST A DISTANCE OF 200.00 FEET;
76. THENCE SOUTH $32^{\circ}06'13''$ EAST A DISTANCE OF 66.07 FEET;
77. THENCE SOUTH $71^{\circ}55'47''$ WEST A DISTANCE OF 667.81 FEET;
78. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $27^{\circ}34'30''$, A RADIUS OF 1666.00 FEET, AND AN ARC LENGTH OF 801.80 FEET;
79. THENCE SOUTH $09^{\circ}30'17''$ WEST A DISTANCE OF 152.52 FEET;
80. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $52^{\circ}17'35''$, A RADIUS OF 1366.00 FEET, AND AN ARC LENGTH OF 1246.73 FEET;
81. THENCE SOUTH $61^{\circ}47'52''$ WEST A DISTANCE OF 84.48 FEET;
82. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $50^{\circ}02'37''$, A RADIUS OF 1034.00 FEET, AND AN ARC LENGTH OF 903.12 FEET;
83. THENCE SOUTH $11^{\circ}45'15''$ WEST A DISTANCE OF 61.04 FEET;
84. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $44^{\circ}51'11''$, A RADIUS OF 1034.00 FEET, AND AN ARC LENGTH OF 809.45 FEET;

85. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $32^{\circ}29'10''$, A RADIUS OF 1301.35 FEET, AND AN ARC LENGTH OF 737.85 FEET;
86. THENCE SOUTH $00^{\circ}36'47''$ EAST A DISTANCE OF 1324.44 FEET;
87. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $02^{\circ}36'47''$, A RADIUS OF 1366.00 FEET, AND AN ARC LENGTH OF 62.30 FEET;
88. THENCE SOUTH $02^{\circ}00'00''$ WEST A DISTANCE OF 22.63 FEET;
89. THENCE SOUTH $88^{\circ}00'00''$ EAST A DISTANCE OF 159.31 FEET;
90. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $12^{\circ}00'00''$, A RADIUS OF 1070.00 FEET, AND AN ARC LENGTH OF 224.10 FEET;
91. THENCE SOUTH $76^{\circ}00'00''$ EAST A DISTANCE OF 359.98 FEET;
92. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $04^{\circ}00'00''$, A RADIUS OF 930.00 FEET, AND AN ARC LENGTH OF 64.93 FEET;
93. THENCE SOUTH $80^{\circ}00'00''$ EAST A DISTANCE OF 2585.08 FEET;
94. THENCE SOUTH $10^{\circ}00'00''$ WEST A DISTANCE OF 393.60 FEET;
95. THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF $31^{\circ}00'00''$, A RADIUS OF 540.00 FEET, AND AN ARC LENGTH OF 292.17 FEET;
96. THENCE SOUTH $21^{\circ}00'00''$ EAST A DISTANCE OF 22.67 FEET;
97. THENCE NORTH $69^{\circ}00'00''$ EAST A DISTANCE OF 117.36 FEET;
98. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $52^{\circ}00'00''$, A RADIUS OF 640.00 FEET, AND AN ARC LENGTH OF 580.85 FEET;
99. THENCE SOUTH $59^{\circ}00'00''$ EAST A DISTANCE OF 606.60 FEET;
100. THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF $37^{\circ}00'00''$, A RADIUS OF 640.00 FEET, AND AN ARC LENGTH OF 413.29 FEET;
101. THENCE SOUTH $22^{\circ}00'00''$ EAST A DISTANCE OF 250.00 FEET;
102. THENCE NORTH $68^{\circ}00'00''$ EAST A DISTANCE OF 240.23 FEET;
103. THENCE, ALONG THE WESTERLY RIGHT OF WAY OF INTERSTATE 25, SOUTH $20^{\circ}46'13''$ EAST A DISTANCE OF 4951.37 FEET;
104. THENCE, ALONG THE SOUTH LINE OF SECTION 35 T17S R65W, NORTH $88^{\circ}19'13''$ WEST A DISTANCE OF 3673.04 FEET;
105. THENCE, ALONG THE SOUTH LINE OF SECTION 34 T17S R65W, NORTH $89^{\circ}00'52''$ WEST A DISTANCE OF 5293.98 FEET;
106. THENCE, ALONG THE SOUTH LINE OF SECTION 33 T17S R65W, NORTH $89^{\circ}52'50''$ WEST A DISTANCE OF 5298.19 FEET;
107. THENCE, ALONG THE SOUTH LINE OF SECTION 32 T17S R65W, NORTH $89^{\circ}52'46''$ WEST A DISTANCE OF 5298.20 FEET;
108. THENCE, ALONG THE SOUTH LINE OF SECTION 31 T17S R65W, SOUTH $87^{\circ}57'46''$ WEST A DISTANCE OF 5100.04 FEET TO THE **POINT OF BEGINNING.**

TO INCLUDE: EL PASO COUNTY ASSESOR'S PARCEL NUMBER 5735000002 DESCRIBED AS: THAT UNPLATTED TRACT LYING NORTHERLY OF VILLA CASITAS FILING No. 3 AND WESTERLY OF INTERSTATE HIGHWAY 25 IN SECTION 35 T17S R65W

THE PRECEEDING DESCRIPTIONS OF LAND CONTAIN 198,497,257 SQUARE FEET OR 4,556.87 ACRES.

BEARINGS AND DISTANCES FOR THIS LEGAL DESCRIPTION ARE BASED ON THE FOLLOWING PLATS, INDIAN VILLAGE FILINGS 1,2,3, VILLA CASITAS FILINGS 1,2,3, VALEROSA VILLAGE, VALEROSA VILLAGE FILING 2, MIDWAY RANCHES FILING 7, FRONTIER VILLAGE FILING 1, AND EL PASO COUNTY ASSESSOR'S PARCEL NUMBERS 5735000001 AND 5735000002.

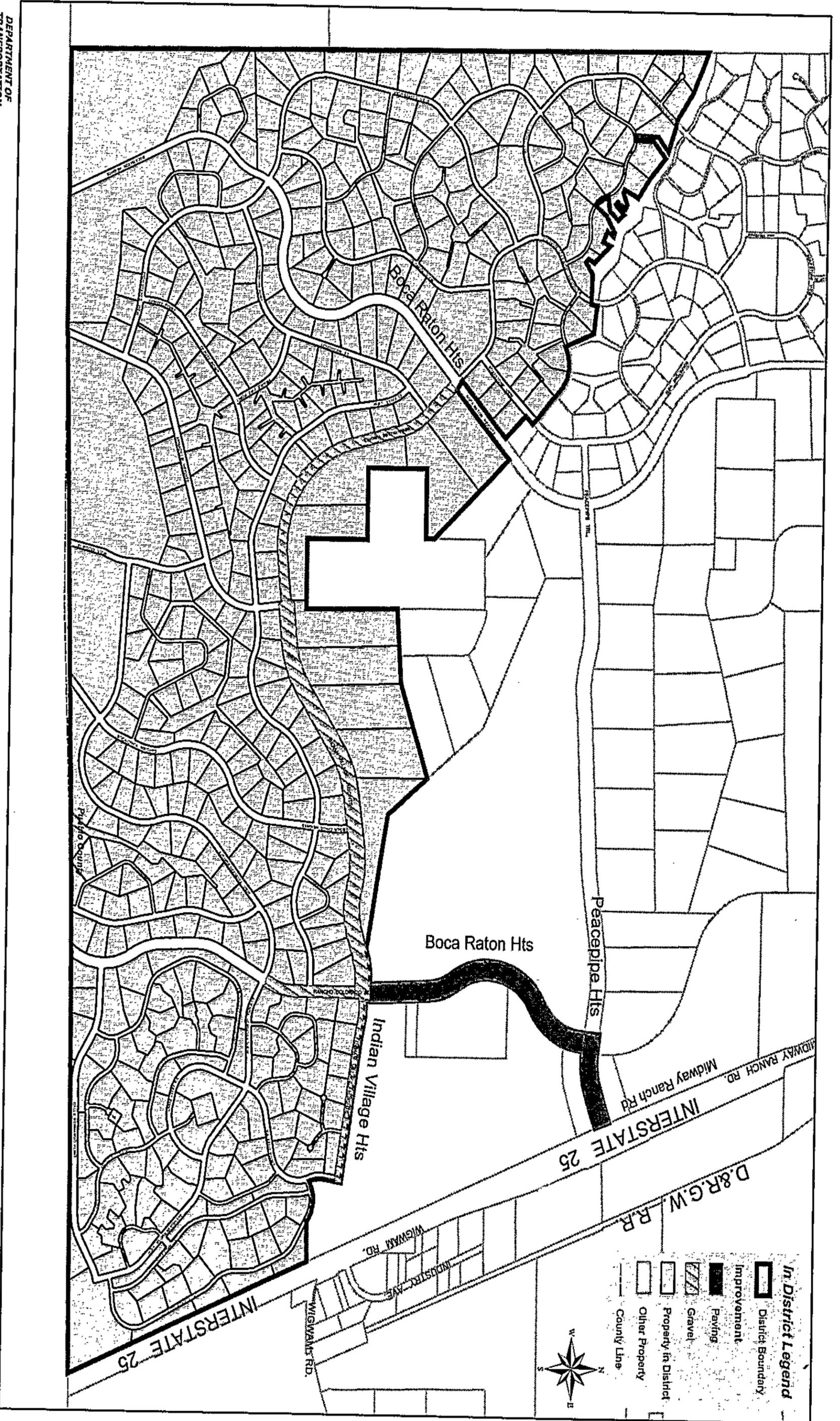


EXHIBIT B

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Received at 10:30 o'clock, M., AUG. 20, 1964

BOOK 2030 PAGE 235

Reception No. 363154 HARRIET BEALS
CONSENT TO EASEMENT

DATE July 10, 1964
Pearl J. McCandlish and Helen D. Conover

for a valuable consideration the receipt of which is acknowledged, hereby consents to the terms and provisions of a certain easement executed by Ward Ranches, Inc.

on May 19, 1964

TO PUBLIC SERVICE COMPANY OF COLORADO for a right-of-way described as follows: An easement for roadway purposes over and across portion of Section 20, 21 and 22, Township 17 South, Range 65 West of the 6th Principal Meridian, 30 feet in width being 15 feet on each side of the centerline described as follows: Beginning at a point on the west boundary line of Interstate Highway No. 25 said point being 665 feet north and 850 feet west of the southeast corner of said Section 22; thence South 78° 37' West 1046.96 feet to a point; thence on a curve to the right whose radius is 100 feet and cord bears North 61° 50' West 127.20 feet; thence North 22° 17' West 473.37 feet to a point; thence North 5° 03' West 745.15 feet to a point; thence North 30° 19' West 505.57 feet to a point; thence North 40° 09' West 418.28 feet to a point; thence North 71° 27' West 5652.40 feet to a point; thence South 76° 08' West 2767.23 feet to a point; thence North 82° 09' West 691.69 feet to a point; thence North 77° 27' West 250.95 feet to a point; thence North 89° 32' West 159.70 feet to a point; said point being 15 feet south of the southeast corner of the NW 1/4 Section 20; thence westerly 2639.9 feet parallel with and 15 feet south of the south boundary line of the NW 1/4 and NE 1/4 of Section 20.

Doc # 67549

without, however, joining in any of the warranties, guarantees or indemnities contained therein.

Pearl J. McCandlish (SEAL)
Helen D. Conover (SEAL)

STATE OF COLORADO,
County of El Paso ss.

The foregoing instrument was acknowledged before me this 10th day of July 1964 by Pearl J. McCandlish and Helen D. Conover



Witness my hand and official seal.
My commission expires August 3, 1964.

By Frances Smith
Notary Public

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it. Statutory Acknowledgment, Colorado Statutes Annotated—Ch. 40, Sec. 107.

Received at 8:07 o'clock, M., OCT. 9, 1963

BOOK 1979 PAGE 757

Reception No. 311222 HARRIET BEALS

A. T. & T. CO.
L. L. DEPT.

Lamar-Cheyenne Mountain "A" Cable

APPROVED: *[Signature]*
93860
1-62 4
Chief of Way Superintendent # 63379

Received of the AMERICAN TELEPHONE AND TELEGRAPH COMPANY

FIVE AND 0/100 Dollars, in consideration of which the undersigned hereby grant(s) and convey(s) unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing terminals, repeaters, repeater housings and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest in all of Sec. 20, 21, 27, 28, 30, all that part of Sec. 15 lying West of the D. R. G. R.R., all that part of Sec. 22 lying West of T.Y. Co. SE, the SW¹/₄, SW²/₄ of SE¹/₄, NW¹/₄, N of NE¹/₄, SW¹/₄ of NE¹/₄, all in Sec. 29, all in Twp. 3 S. R. 65 W.,

of 4th P. M., County of El Paso, and State of Colorado, together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to so clear and to use as required an additional fifteen feet on each side of said strip; and to install gates and stiles in any fences crossing said strip. The Northwest¹/₄ boundary of said one rod strip shall be a line parallel to and _____ feet Northwest of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned, or on adjacent lands. The undersigned for _____ self(s) (yes), _____ heirs, executors, administrators, successors and assigns, hereby covenant(s) that no structure shall be erected or permitted on said strip. The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems.



Signed and sealed this 7th day of August, 1963, at El Paso of Fountain Colo. on P. 25

[Signature]
SECRETARY

Ward Ranches, Inc. (Seal)
By *[Signature]* (Seal)

(Seal)

STATE OF COLORADO }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Witness my hand and official seal.

Notary Public

My commission expires _____

STATE OF COLORADO }
County of El Paso } ss.

The foregoing instrument was acknowledged before me this 7th day of August, 1963, by W.P. Ward President of Ward Ranches Inc.

Witness my hand and official seal.
[Signature]
Notary Public

My commission expires Sept 24, 1966

Paid in cash. See field draft No. K 37582

No. 242761

By _____ DEPUTY.

This Deed, Made this 13th day of December in the year of our Lord one thousand nine hundred and fifty-one between L. A. McCANDLISH

of the County of El Paso and State of Colorado, of the first part, and W. T. WARD

of the County of Knox, and State of ~~Colorado~~ Texas, of the second part:

Witnesseth, That the said party _____ of the first part, for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations - - - ~~DOLLARS~~ to the said party _____ of the first part in hand paid by the said party _____ of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party _____ of the second part, his heirs and assigns forever, all the following described lot or parcel of land,

situate, lying and being in the County of El Paso, and State of Colorado, to-wit: All of Section 7; the South half of Section 8; the South half of the North half of Section 8; the Northwest quarter of the Northwest quarter of Section 8; all that part of the South half of Section 9 lying West of the Denver and Rio Grande Railroad right of way, except road; the South half of the Northwest quarter of Section 9; all that part of the South half of the Northeast quarter of Section 9 lying West of the Denver and Rio Grande Railroad right of way, except road; all that part of the South half of Section 10 lying West of the Denver and Rio Grande Railroad right of way, except road; all that portion of Section 15 lying West of the Denver and Rio Grande Railroad right of way, except road; all of Section 17; all of Section 18; all of Section 19; all of Section 20; all of Section 21; all that part of Section 22 lying West of U. S. Highway No. 85; all that part of Section 23 lying West of U. S. Highway No. 85; all that part of the Northwest quarter of the Northwest quarter of Section 26 lying West of U. S. Highway No. 85; the North half of the North half of Section 27; the North half of the North half of Section 28; the Northwest quarter of Section 29; the North half of the Northeast quarter of Section 29; the Southwest quarter of the Northeast quarter of Section 29 and the North half of Section 30, all in Township 17 South, Range 65 West of the 6th Principal Meridian, in El Paso County, Colorado, reserving, however, to L. A. McCandlish, the party of the first part, his heirs, executors, administrators and assigns, for a period of fifty years and so much longer thereafter as any oil, gas, coal, and any other minerals are, or can be produced or mined from the above described real property or any part thereof, an undivided one-half interest in all oil, coal, gas, and all other minerals and mineral rights in or under said real property or any part thereof, and reserving further to L. A. McCandlish, his heirs, executors, administrators and assigns the right of ingress, egress, and regress and the right to the use of so much of the surface of said above described real property as may be necessary, convenient or desirable to properly explore for, develop, work and remove any oil, gas, coal and any and all other minerals in or under any part of the above described real property; and excepting and subject to all rights of way or easements for railroads, roads, telephone and telegraph lines and poles, ditches and reservoirs, and all other rights of way and easements affecting in any way any part of said premises; and excepting further and subject to all exceptions or reservations of oil, gas, coal and any and all other minerals or mineral rights or mineral leases now affecting any part of the above described real property, and further excepting and subject to all reservations of any rights of ingress, egress, or regress now appearing of record or any rights used in connection of any such rights reserved; and further excepting and subject to all mineral rights conveyed in a certain deed between the Colorado National Bank and Henry Esser which conveyed to Henry Esser an undivided one-half interest in and to all minerals, including all oil and gas located upon said premises for a period of ten years from March 1, 1925

CERT. FEE \$ 2.70 CPE

and so much longer as oil and gas or other minerals may be found on said premises and which deed affects Sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 and other property; and excepting further all rights conveyed by L. A. McCandlish by quit claim deed recorded November 29, 1940 in Book 978, at Page 461, of the records of El Paso County, Colorado; and excepting any and all other reservations, restrictions, conditions and agreements now of record affecting said property; and excepting and subject to that certain agreement between L. A. McCandlish and O. L. Jamison dated December 7, 1946 and recorded April 28, 1947 in Book 1020, at Page 385 of the records of El Paso County, Colorado; together with whatever right, title or interest grantor has in any water and water rights and ditches, and ditch rights now used in the irrigation of said property.

Together With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold The said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said L. A. McCandlish party of the first part, for his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind nature soever; except taxes for the year 1951 and subsequent taxes.

and the above bargained premises, in the quiet and peaceable possession of the said part y
of the second part, his heirs and assigns, against all and every person or persons lawfully
claiming or to claim the whole or any part thereof, the said part y of the first part shall and will
Warrant and Forever Defend.

In Witness Whereof, The said party of the first part has hereunto set his hand
and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

L. A. McCandlish Seal
Seal
Seal
Seal

STATE OF COLORADO,

County of El Paso

ss.

The foregoing instrument was

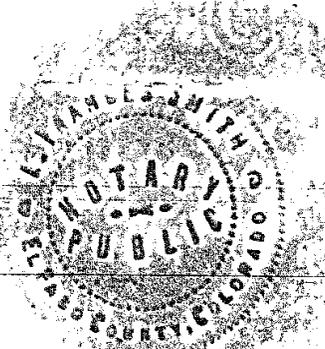
acknowledged before me this 16th day of ~~December~~ January

⁵³
~~1951~~, by* L. A. McCandlish

Witness my hand and official seal.

My commission expires August 8, 1956.

L. Francis Smith
Notary Public.



*If acting in official or representative capacity, insert name and also office or capacity and for whom acting.

Received at 2:02 p.m. AUG 15 1961
Reception No. 2019676

QUIT CLAIM DEED

THIS DEED, Made this 7th day of August in the year of our Lord One Thousand Nine Hundred and Sixty-one between PEARL J. McCANDLISH, of the County of El Paso and State of Colorado, of the first part, and HELEN DOLORES CONOVER, of the County of El Paso and State of Colorado, of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT-CLAIMED, and by these presents does remise, release, sell convey, and QUIT-CLAIM unto the said party of the second part, her heirs and assigns forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the oil, gas and other minerals and mineral rights in and under and that may be produced from the following-described property situate, lying and being in the County of El Paso and State of Colorado, to-wit:

South half of Southwest quarter (S 1/2 SW 1/4) of Section 15; East half (E 1/2), East half of Southwest quarter (E 1/2 SW 1/4) of Section 20; South half (S 1/2), Northeast quarter (NE 1/4), South half of Northwest quarter (S 1/2 NW 1/4) of Section 21; West half of West half (W 1/2 W 1/2), Northeast quarter of Northwest quarter (NE 1/4 NW 1/4) of Section 22; all of Section 27; North half (N 1/2), North half of Southeast quarter (N 1/2 SE 1/4) of Section 28; Northeast quarter of Northwest quarter (NE 1/4 NW 1/4), North half of North half of Northeast quarter (N 1/2 N 1/2 NE 1/4) of Section 34; Township 11 South, Range 63 West of the 6th P. M.

AND

The North half of Section 7; the West half (W 1/2) of the NW 1/4 of Section 8; the S 1/2 of the NW 1/4 SW 1/4, all that part of the S 1/2 of the NE 1/4, and all that part of the SE 1/4 of Section 9 lying West of the Denver and Rio Grande Railroad right of way, except road; all that part of Section 10 lying West of the Denver and Rio Grande Railroad right of way, except road; all that portion of Section 15 lying West of the Denver and Rio Grande Railroad right of way except road; the S 1/2 of the SW 1/4 of Section 17; all of Section 18; all of Section 19, all of Section 20, all of Section 21; all that part of Section 22 lying West of U. S. Highway No. 85; all that part of the Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section 26 lying West of U. S. Highway No. 85; the N 1/2 of the N 1/2 of Section 27; the N 1/2 of the N 1/2 of Section 28; the NW 1/4 of Section 29; the N 1/2 of the NE 1/4 of Section 29; the SW 1/4 of the NE 1/4 of Section 29 and the N 1/2 of Section 30, all in Township 17 South, Range 65 West of the Sixth Principal Meridian.

The consideration for this deed is less than One Hundred Dollars (\$100.00).

CERT. FEE \$ None OPE

thereof, the said party of the first part shall and will warrant and forever defend.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Presence of Merle H. Timmins (SEAL)
(SEAL)
(SEAL)

L.R. Stamps
#27,50
Cancelled.

STATE OF COLORADO,)
County of El Paso,) ss.

The foregoing instrument was acknowledged before me this 8th day of September 1942, by Merle H. Timmins

Witness my hand and official seal
My commission expires March 11, 1944

John J. May
Notary Public

No. 672031)
Warranty Deed)
W. N. Hemenway)
to)
Jack Hanthorn et al)
Filed for Record 2:47 P. M.)
September 11, 1942)
Charles Ozias, Recorder)

Know All Men By These Presents, That I, W. N. Hemenway of the County of El Paso and State of Colorado for the consideration of One dollar and other good and valuable consideration in hand paid, hereby sell and convey to Jack Hanthorn and Cecelia N. Hanthorn, not as tenants in common but as joint tenants, with full right of survivorship of the County of El Paso and the State of Colorado, the following real property situate in the County of

El Paso and State of Colorado, to-wit:

Lots 16 and 17 in Block 25 in Parrish's Addition to the City of Colorado Springs

L.R. Stamps
#27,50
Cancelled.

with all its appurtenances and warrant the title to the same except taxes for the year 1939 and subsequent years, and except covenants and conditions contained in the instrument by which I took title, and except a certain easment granted to the City of Colorado Springs by instrument recorded in Book 968 at Page 160 of the records in the office of the County Clerk and Recorder of said county.

Signed and Delivered this 10th day of September, A. D. 1942.
IN THE PRESENCE OF

STATUTORY ACKNOWLEDGMENT

W. N. Hemenway

STATE OF COLORADO,) ss.
County of El Paso,)

The foregoing instrument was acknowledged before me this 10th day of September 1942, by W. N. Hemenway

Witness my hand and official seal.

My commission expires February 7, 1943.

John F. Bennett
Notary Public

00000000

No. 672046)
Warranty Deed)
John E. Stallings et al)
to)
L. A. McCandlish)
Filed for Record 3:03 P. M.)
September 11, 1942)
Charles Ozias, Recorder)

This Deed, Made this tenth day of September in the year of our Lord one thousand nine hundred and forty-two, between John E. Stallings and Neuman Stallings of the County of El Paso and State of Colorado, of the first part, and L. A. McCandlish of the County of El Paso and State of Colorado, of the second part:

Witnesseth That the said parties of the first part, for and in consideration of the sum of One dollar and other good, valuable and sufficient consideration, to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of El Paso and State of Colorado, to-wit:

That part of the West half of the southeast quarter of Section 4, lying east of the Denver and Rio Grande Railway right-of-way and of the County road; all of section 7; the South half and South half of the North half and the northwest quarter of the northwest quarter of Section 8; the South half and the South half of the North half, except railway, of Section 9; that part of the South half of Section 10 lying West of the Colorado and Southern Railway and east of the East line of the Atchison, Topeka and Santa Fe Railway, and that part of the southwest quarter of the southwest quarter of Section 13 lying West of the old County Road; all of Section 14, except that portion deeded by L. A. McCandlish to A. R. Levis by Farm Warranty Deed dated July 30, 1940 and duly recorded November 29, 1940, in Book 996, at page 166 of the records of the County Clerk and Recorder of El Paso County, Colorado, and described as follows:

That portion of Section 14 lying and being East of a certain line described as follows, to-wit: beginning at the northwest corner of the East Half of the West Half of said Section 14, and running thence South along the West line of the East half of the West half of said Section 14, a distance of 2,048.7 feet to the approximate center line of Fountain Creek; thence South 20° 02' East 606.5 ft., thence South 48° 26' East 531.6 feet, thence South 50° 01' East 1297.0 feet, thence South 24° 55' East 1055.0 feet, thence South 39° 41' East 636.1 feet, thence South 72° 46' East 198.4 feet, to a point on the South line of aforesaid Section 14, which point is a distance of 1330.5 feet westerly from the southeast corner of said Section 14;

AND EXCEPTING FURTHER all that portion of Section 14 deeded by L. A. McCandlish to A. R. Levis by Quit-Claim Deed dated July 30, 1940, and duly recorded November 29, 1940, in Book 976 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and described as follows:

All that part of the West half of the northwest quarter of Section 14, lying and being East of the approximate center line of the present channel of Fountain Creek, through said premises;

AND, EXCEPTING FURTHER a 1-acre square tract to the northeast corner of the

northwest quarter of the northwest quarter of said Section 14; and excepting further that portion of the northwest quarter of the northwest quarter of said Section 14, to-wit: beginning at the northwest corner of said Section 14, thence South 270 feet, thence at right angles East on a line parallel to the North line of said Section 14 to the West line of said excepted 1-acre tract, thence at right angles North 270 feet to the North boundary line of said Section 14, thence West along said North boundary line to the point of beginning; all of Section 15, except that part of the North half of the Northwest quarter lying West of the center line of the Pueblo-Colorado Springs Highway; also, except 10.31 acres to El Paso County; that part of the North half of the northwest quarter of Section 15, lying West of the old County Road; all of Section 17; all of Section 18; all of Section 19; all of Section 20; all of Section 21; the West half of Section 22; the southeast quarter of Section 22, except railroad; that part of the northeast quarter of Section 22 lying East of the Pueblo-Colorado Springs Road; that part of the West half of the northeast quarter and of the southeast quarter of the northeast quarter of Section 22 lying West of the old County Road; the northwest quarter and the West half of the southwest quarter of Section 23; the northwest quarter of the northwest quarter of Section 26; the northeast quarter of the northeast quarter of Section 27; the North half of the northwest quarter and the northwest quarter of the northeast quarter of Section 28; the northwest quarter and the North half of the northeast quarter of Section 29; the North half of Section 30; all in Township 17 South, Range 65 West of the Sixth Principal Meridian, excepting all rights-of-way for roads, railroads, telephone lines and poles, ditches and reservoirs and all other rights-of-way or easements of record and excepting further all exceptions or reservations of oil, gas, coal and all other mineral rights or mineral leases now of record affecting any part of the above described premises, and further excepting all mineral and mineral rights conveyed in a certain Deed between the Colorado National Bank and Henry Esser, which conveyed to Henry Esser an undivided one-half interest in and to all minerals, including said oil and gas located upon said premises for a period of ten years from March 1, 1925, and so much longer as oil and gas or other minerals may be found on said premises, and which Deed affects Sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 of the above described property, and other property.

AND EXCEPTING FURTHER that certain easement conveyed by L. A. McCandlish to A. R. Lewis by Quit-Claim Deed dated July 30, 1940, recorded November 29, 1940, in Book 978 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and more fully described as follows: A perpetual easement for the Sweet Ditch and tile pipeline constructed in connection therewith; also a perpetual right and easement in and to the southeast quarter of Section 10, Township 17 South, Range 65 West of the Sixth Principal Meridian, lying West of the Colorado and Southern Railway formerly the Denver and New Orleans Railway right-of-way to alter, extend, enlarge, replace, repair and maintain said ditch and tile pipeline, and any other ditch, pipeline, flume or other means of conducting and conveying said waters and any other waters hereafter impounded and developed by the second party thereon, together with the right to develop the flow of water from said lands or waters underlying said land and dig and sink thereon such wells and ditches and pipelines as second party shall be advised; it being further

understood and agreed that any equipment, machinery and pumps placed thereon, whether affixed to said lands or not, shall at all times be and remain the property of the second party and may be removed by second party at any time second party shall see fit.

Together with all ditches and ditch rights-of-way and all rights to and interest in ditches and ditch rights of way and all water and water rights which have been and are used for the irrigation of the above described lands and for the irrigation of any part thereof; excepting, however, all of the water and water rights conveyed by L. A. McCandlish to A. R. Lewis by Quit-Claim Deed dated July 30, 1940, and recorded November 29, 1940, in Book 978 at page 461, of the records of the County Clerk and Recorder of El Paso County, Colorado, and more fully described as follows:

All of the right, title and interest of the first party in and to all underground and percolating waters and springs underlying or arising upon that part of the South half of Section 10, Township 17 South, Range 65 West of the Sixth Principal Meridian lying West of the Colorado and Southern Railway, formerly the Denver and New Orleans Railway right-of-way, and East of the approximate center line of the present channel of Fountain Creek; together with all of the right, title and interest of first party in and to the water and water rights arising by virtue of a certain filing for use of waters under what is known as the "Sweet Ditch", which waters arise from Wells or Railroad Springs located on the said southeast quarter of Section 10 as shown by the plat and statement thereof filed July 12, 1928, File No. 801 in the office of the County Clerk and Recorder of El Paso County, Colorado.

Together With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said parties of the first part; either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, his heirs and assigns, that at the time of the sealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, railroads and ditches, or any of them, which include any part of the premises above described except 1942 taxes due and payable in 1943 and except all existing reservations or leases for oil, gas, coal and all other minerals now of record, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully

(Title to the said SE 1/4 and the NE 1/4 of SW 1/4 of Section 28-14-66 was registered under Chapter 139 of the Sessions Laws of 1903 on the 10th day of August, 1905 at 5:30 P. M. and the First Certificate of Title No. 12 was issued to Catherine Landsbury on August 24th, 1905 and is on file in the office of the Clerk and Recorder of El Paso County, Colorado.)

TOGETHER with all ditches and ditch rights of way, and all rights to, and interest in, ditches and ditch rights of way, and all water and water rights, which have been and are, used for the irrigation of the above described lands, and for the irrigation of any part thereof.

TOGETHER, With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

DO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said O. E. Hemenway, party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensailing and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute, and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, railroads, and ditches, or any of them, which include any part of the premises above described and Amortization Mortgage to the Federal Land Bank of Wichita, of Wichita, Kansas, which party of the second part assumes and agrees to pay, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in Presence of O. E. Hemenway (SEAL) (SEAL) (SEAL) (SEAL)



STATE OF COLORADO,) ss. El Paso County,)

I, Elsie M. Bassett, a Notary Public in and for said County, in the State aforesaid, do hereby certify that O. E. Hemenway, who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

My commission expires May 18, A. D. 1942. Given under my hand and notarial seal this 26th day of February, A. D. 1942.



Elsie M. Bassett Notary Public.

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THIS DEED, Made this 24th day of February in the year of our Lord one thousand nine hundred and forty-two, between L. A. McCandlish of the County of El Paso and State of Colorado, of the first part, and John E. Stallings, et al. and Neuman Stallings, of the County of El Paso and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to the said party of the first part, in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto the said parties of the second part, their heirs and assigns forever, and in the following proportions, to-wit: to John E. Stallings, an undivided three-fourths interest, and to Neuman Stallings, an undivided one-fourth interest in all of the following described lots of parcels of land, situate, lying, and being in the County of El Paso and State of Colorado, to-wit:

That part of the West Half of the Southeast Quarter of Section 4, lying East of the Denver and Rio Grande Railway right of way and of the County Road; all of Section 7; the South Half and the South Half of the North Half, and the Northwest Quarter of the Northwest Quarter of Section 8; the South Half and the South Half of the North Half except railway of Section 9; that part of the South Half of Section 10, lying West of the Colorado and Southern Railway and east of the East line of the Atchison, Topeka and Santa Fe Railway, and that part of the Southwest Quarter of the Southwest Quarter of Section 10, lying West of the old County Road; all of Section 14, except that portion deeded by L. A. McCandlish to A. R. Levis by Farm Warranty Deed dated July 30, 1940, and duly recorded November 29, 1940 in Book 996 at page 165 of the records of the County Clerk and Recorder of El Paso County, Colorado, and described as follows:

That portion of Section 14, lying and being East of a certain line described as follows: to-wit: Beginning at the Northwest Corner of the East Half of the West Half of said Section 14 and running thence South along the West line of the East Half of the West Half of said Section 14, a distance of 2,045.7 feet to the approximate center line of Fountain Creek; thence South 20° 02' East 606.5 feet, thence South 48° 26' East 531.6 feet, thence South 50° 01' East 1297.0 feet, thence South 24° 55' East 1035.0 feet, thence South 39° 21' East 636.1 feet, thence South 72° 46' East 198.4 feet, to a point on the South line of aforesaid Section 14, which point is a distance of 1330.5 feet Westerly from the Southeast corner of said Section 14; and excepting further all that portion of Section 14 deeded by L. A. McCandlish to A. R. Levis by Quit Claim Deed dated July 30, 1940 and duly recorded November 29, 1940 in Book 978 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and described as follows:

All that part of the West Half of the Northwest Quarter of Section 14, lying and being East of the approximate center line of the present channel of Fountain Creek, through said premises; and excepting further a 1 acre square tract in the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 14; and excepting further that portion of the Northwest Quarter of the Northwest Quarter of said Section 14, to-wit: Beginning at

the Northwest corner of said Section 14; thence South 270 feet, thence at right angles East on a line parallel to the North line of said Section 14 to the West line of said Section 14, thence at right angles North 270 feet to the North boundary line of said Section 14, thence West along said North boundary line to the point of beginning; all of Section 15, except that part of the North Half of the Northwest Quarter lying West of the center line of the Pueblo-Colorado Springs Highway; also, except 10.31 acres to El Paso County; that part of the North Half of the Northwest Quarter of Section 15 lying West of the old County Road; all of Section 17; all of Section 18; all of Section 19; all of Section 20; all of Section 21; the West Half of Section 22; the Southeast Quarter of Section 22, except railroad; that part of the Northeast Quarter of Section 22, lying East of the Pueblo-Colorado Springs Road; that part of the West Half of the Northeast Quarter and of the Southeast Quarter of the Northeast Quarter of Section 22, lying West of the old County Road; the Northwest Quarter and the West Half of the Southwest Quarter of Section 23; the Northwest Quarter of the Northwest Quarter of Section 26; the Northeast Quarter of the Northeast Quarter of Section 27; the North Half of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 28; the Northwest Quarter and the North Half of the Northeast Quarter of Section 29; the North Half of Section 30; all in Township 17 South, Range 65 West of the Sixth Principal Meridian, excepting all rights of way for roads, railroads, telephone lines and poles, ditches and reservoirs, and all other rights of way or easements of record and excepting further all exceptions or reservations of oil, gas, coal and all other mineral rights or mineral leases now of record affecting any part of the above described premises, and further excepting all mineral and mineral rights conveyed in a certain Deed between The Colorado National Bank and Henry Esser, which conveyed to Henry Esser an undivided one-half interest in and to all minerals, including said oil and gas located upon said premises for a period of ten years from March 1, 1925, and so much longer as oil and gas or other minerals may be found on said premises, and which Deed affects Sections 4, 7, 8, 9, 10, 14, 15, 22, 23 and 26 of the above described property and other property.

And excepting further that certain easement conveyed by L. A. McCandlish to A. R. Levis by Quit Claim Deed dated July 30, 1940 recorded November 29, 1940 in Book 978 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and more fully described as follows: a perpetual easement for the Sweet Ditch and tile pipeline constructed in connection therewith; also a perpetual right and easement in and to the Southeast Quarter of Section 10, Township 17 South, Range 65 West of the Sixth Principal Meridian, lying West of the Colorado and Southern Railway formerly the Denver and New Orleans Railway right of way to alter, extend, enlarge, replace, repair and maintain said ditch and tile pipeline, and any other ditch, pipeline, flume, or other means of conducting and conveying said waters and any other waters hereafter impounded and developed by the second party thereon, together with the right to develop the flow of water from said lands or waters underlying said land and dig and sink thereon such wells and ditches and pipelines as second party shall be advised; it being further understood and agreed that any equipment, machinery and pumps placed thereon, whether affixed to said lands or not, shall at all times be and remain the property of the second party and may be removed by second party at any time second party shall see fit.

Together with all ditches and ditch rights of way and all rights to, and interest in ditches and ditch rights of way and all water and water rights which have been and are used for the irrigation of the above described lands and for the irrigation of any part thereof; excepting, however, all of the water and water rights conveyed by L. A. McCandlish to A. R. Levis by Quit Claim Deed dated July 30, 1940 and recorded November 29, 1940 in Book 978 at page 461 of the records of the County Clerk and Recorder of El Paso County, Colorado, and more fully described as follows: all of the right, title, and interest of the first party in and to all underground and percolating waters and springs underlying or arising upon that part of the South Half of Section 10, Township 17 South, Range 65 West of the Sixth Principal Meridian lying West of the Colorado and Southern Railway, formerly the Denver and New Orleans Railway right of way, and East of the approximate center line of the present channel of Fountain Creek; together with all of the right, title and interest of first party in and to the water and water rights arising by virtue of a certain filing for use of waters under what is known as the "Sweet Ditch", which waters arise from Wells or Railroad Springs located on the said Southeast Quarter of Section 10 as shown by the plat and statement thereof filed July 12, 1928, File No. 801 in the office of the County Clerk and Recorder of El Paso County, Colorado;

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said L. A. McCandlish, party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain, and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the enrolling and delivery of these presents he is well seized of the premises above conveyed, as of good, sure, perfect, absolute, and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, excepting all existing reservations and rights of way for roads, railroads, and ditches, or any of them, which include any part of the premises above described, except 1942 taxes due and payable in 1943 and except all existing reservations or leases for oil, gas, coal and all other minerals now of record. And the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, L. A. McCandlish, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year above written.

Signed, Sealed and Delivered in
Presence of

L. A. McCandlish (SEAL)

(SEAL)

(SEAL)

(SEAL)

I, B. Sherry
4/2/40
Clerk

There was an error when combining this file. Please click the link below to access the document.

[Exceptions 1327_311](#)

Recorded at 325 o'clock P.M., OCT 4 1966
Reception No. 502752 HARRIET BEALS

BOOK 2150 PAGE 642

DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, W. T. WARD; WILLIAM T. WARD, III, also known as Wm. T. WARD, III, and TIMOTHY T. WARD, of the County of El Paso, and State of Colorado, for the consideration of Eight Thousand Five Hundred Forty and No/100 Dollars (\$8,540.00), in hand paid, hereby sell and convey to the UNITED STATES OF AMERICA, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 360), and acts amendatory thereof or supplementary thereto, the following real property situate in the County of El Paso and the State of Colorado, to-wit:

The NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the West 145 feet of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 17 South, Range 65 West, 6th Principal Meridian, EXCEPT the following described tract of land located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of the above said Section 20, more particularly described as follows:

Beginning at the Northwest corner of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence Easterly along the North line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 200 feet; thence Southerly parallel to the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 200 feet; thence Westerly parallel to the North line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ 200 feet to a point on the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$; thence Northerly along said West line 200 feet to the point of beginning, containing 0.9 of an acre, more or less.

The total acreage to be acquired being 42.7 acres, more or less, together with all appurtenances thereto belonging or in anywise appertaining and all water and water rights appurtenant thereto;

and warrant title to the same.

Subject to coal or mineral rights reserved to or outstanding in third parties as of the 7th day of December, 1963, also subject to the rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines on, over or across said lands in existence on said date.

Excepting and reserving from said conveyance all gas and oil in the above described land, together with the right to prospect for and remove the same, but any rights reserved hereunder shall be exercised in such a manner as

2.7 acres

will not interfere with the construction, operation, and maintenance of any works of the proposed Midway Substation of the Colorado River Storage Project as determined by the Secretary of the Interior or his duly authorized representative.

It is agreed that methods of extraction and removal of any such gas and oil shall be approved by the Secretary of the Interior or his duly authorized representative, shall prevent pollution and shall in no way affect adversely the water supply of the Midway Substation of the Colorado River Storage Project.

SIGNED AND DELIVERED this 14th day of June, 1966.

[Signature]
W. T. Ward

[Signature]
William T. Ward, III, also known as
Wm. T. Ward, III

[Signature]
Timothy T. Ward

STATE OF COLORADO
County of [Blank]) ss

The foregoing instrument was acknowledged before me this 14th day of June, 1966, by W. T. Ward, William T. Ward, III, also known as Wm. T. Ward, III, and Timothy T. Ward.

Witness my hand and official seal.

(SEAL)

[Signature]
Notary Public

My Commission Expires:

June 11, 1968



UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A: Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B: Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows how title to the property is legally held by current owner(s).

No. 4: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.

Empire Title of Colorado Springs, LLC

PRIVACY POLICY NOTICE

Our Commitment To You

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. We have, therefore, adopted this Privacy Policy to govern the use and handling of your personal information.

Our Privacy Policies and Practices

Information we collect and sources from which we collect it:

Depending upon the services you are utilizing, we may collect nonpublic personal information about you from the following sources:

- Information we receive from you or your representatives on applications or other forms.
- Information you or your representatives provide to us, whether in writing, in person, by telephone, electronically, or by any other means.
- Information about your transactions that we secure from our files or from our affiliates or others.
- Information that we receive from others involved in your transaction, such as the real estate agent, lender, or credit bureau.
- Information obtained through our web site, as outlined below.

Use of information:

- We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party.
- We will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law.
- In the course of our general business practices, we may share and reserve the right to share the information we collect, as described above, about you or others as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

Security and Confidentiality of Your Information:

Safekeeping of your non-public personal information is a high priority. We maintain physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures. We restrict access to nonpublic personal information about you to those who need to know that information in order to provide products or services to you. We carefully select and monitor outside service providers who have access to customer information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than to perform the service for which they are engaged. We train our employees with respect to security procedures and monitor compliance therewith. We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

Information Obtained Through Our Web Site

We are sensitive to privacy issues on the Internet and believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit our web site on the World Wide Web without telling us who you are or revealing any information about yourself. Our web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed, and similar information. We use this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order, or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Cookies

Our web site may use “cookies” to improve the level of service to visitors. Cookies are lines of text that are transmitted to a web browser and stored on the visitor’s hard drive. When the visitor returns to the web site the cookie is transmitted back. Cookies provide a way for a server to recall a previous request or registration, or to keep track of a transaction as it progresses, thereby eliminating the need to repeat the information previously provided. A cookie can only be accessed from the web site that placed it on the visitor’s system. The cookies used by us do not collect personal identification information and we do not combine information collected through cookies with other personal information to determine a visitor’s identity or e-mail address. Cookies are commonly used on web sites today and should not harm any system upon which they are transmitted. Browsers can be configured to notify visitors when cookies are about to be received and provide visitors with the option of refusing cookies.

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds \$100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" - When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has acquired actual knowledge of any defect, lien encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

STANDARD EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effect date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
3. Any discrepancies, conflicts in boundary lines, encroachments, easements, measurements, variations in area or content, party wells and/or other facts which a correct survey and/or a physical inspection of the premises would disclose.
4. Rights or claims of parties in possession not shown in the public records.
5. In the event this Commitment is issued with respect to a construction loan to be disbursed in future periodic installments, then the policy shall contain an additional exception which shall be as follows:

Pending disbursement of the full proceeds of the loan secured by the mortgage insured, this policy only insures the amount actually disbursed, but increases as proceeds are disbursed in good faith and without knowledge of any intervening lien or interest to or for the account of the mortgagor up to the amount of the policy. Such disbursement shall not extend the date of the policy or change any part thereof unless such change is specifically made by written endorsement duly issued on behalf of the Company. Upon request by the Insured (and payment of the proper charges thereof), the Company's agent or approved attorney will search the public records subsequent to the date of the policy and furnish the insured a continuation report showing such matters affecting title to the land as they have appeared in the public records subsequent to the date of the policy or date of the last preceding continuation report, and if such continuation report shows intervening lien, or liens, or interest to or for the account of the mortgagor, then in such event this policy does not increase in liability unless such matters as actually shown on such continuation report are removed from the public records by the insured.

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Empire Title of Colorado Springs, LLC

Westcor Land Title Insurance Company (“WLTIC”) and **Empire Title of Colorado Springs, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Empire Title of Colorado Springs, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company’s privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Empire Title of Colorado Springs, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Empire Title of Colorado Springs, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Empire Title of Colorado Springs, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer’s nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Empire Title of Colorado Springs, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Empire Title of Colorado Springs, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Empire Title of Colorado Springs, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC’s website at www.wltic.com



ALTA Commitment Form (6-17-06)
COMMITMENT FOR TITLE INSURANCE

ISSUED BY
WESTCOR LAND
TITLE INSURANCE COMPANY

Westcor Land Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Empire Title of Colorado Springs, LLC

5755 Mark Dabling Blvd., Suite 110
Colorado Springs, CO 80919
Phone: 719-884-5300

WESTCOR TITLE INSURANCE COMPANY

HOME OFFICE

201 N. New York Avenue, Suite 200
Winter Park, Florida 32789
Telephone: (407) 629-5842



By: Mary O'Bannan
President

Attest: Patricia H. Bauer
Secretary